



COTTARS SAFARI SERVICE LTD AND COTTARS NINETEEN TWENTIES SAFARI CAMPS LTD

*P.O. Box 44191-00100 Nairobi.
Office Tel: 254 (0)733 773 377
Bookings & Reservations Tel: 254 (0)733 773 378
Email: bookings@cottarsafaris.com*

TERMS AND CONDITIONS

1. PAYMENT SCHEDULE:

Payment terms are: 30% non-refundable deposit is required in order for the safari to be confirmed.
70% requested 60 days prior to arrival;
Please note that payment be made by telegraphic transfer (wire) on which all bank charges must be paid.

Banking Instructions for US Dollars.

Under MTI00/103 advise to:

NAME: STANDARD CHARTERED BANK

ADDRESS: ONE MADISON AVENUE, NYC, NY, 10010

ABA # : 026002561 (SCB)

SWIFT : SCBLUS33

ACCOUNT NO: 3582023234001 of

I & M Bank Ltd

P.O. Box 30238-00100, Nairobi,

Kenya

Swift code: IMBLKENA

For ultimate credit to:

Our Account Name - Cottars Safari Services

A/c No - 00800269791202

2. CANCELLATION POLICY:

Postponements or cancellation of a booking must be made in writing to the relevant Cottar company/trust and shall only be effective upon acknowledged receipt by Cottars related companies or trust. In the event of cancellation, you will be obliged to pay a fee according to the following charges:

Less than 8 weeks' notice 30%
Less than 5 weeks' notice 60%
Less than 3 weeks' notice 100%

Cottars related companies and trust will not give any refunds or compensation for: loss of length of travel time, substitution of facilities, amendment to the safari itinerary after departure, circumstances arising beyond the company's control, necessitating alternative arrangements to ensure the safety and / or further participation and enjoyment of the safari, failure to commence the trip or leave it prior to its completion



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3. BOOKING AGENTS, AIRLINES & LOCAL OPERATORS

Cottars related companies and trust act a booking agent when requested or necessary, for hotels, airlines, air charters, ground transportation, boat purveyors and other independent contractors. Each of these companies are independent corporations with their own management hence are not subject to the control of Cottars related companies and trust: the transportation, accommodation and other services provided by the ground operators are offered subject to their terms and conditions. Cottars related companies and trust do not have the control of the independent operators and therefore cannot be liable for any delay, events beyond control, personal injury, property loss or damage which may arise out of these services. If the safari is booked via an agent, the agent is required to forward the deposits, other payments and all communication pertaining to the booking to Cottars related companies and trust in accordance with these terms and conditions. It is the client's responsibility to reconfirm third-party flights.

4. CHANGES TO SCHEDULES

Although every effort is made to adhere to schedules it should be borne in mind that Cottars related companies and trust reserve the right, and in fact is obliged, to occasionally change routes and camps on safaris as dictated by changing conditions. Such conditions may be brought about by seasonal rainfall on bush tracks, airfields and in game areas, by game migrations from one region to another or reservation problems etc.

Should a Cottars related companies and trust book on the client's behalf an air ticket or charter, we reserve the right to surcharge without notice, up to a maximum of 10% of the booking fare, in case there are any sudden increases such as fuel charges. Cottars related companies and trust will not be held liable for any delays due to airlines not running on schedule nor can Cottars related companies and trust be held liable for any act or omission or event during the time that a passenger(s) are on a third party flight.

If one of the Cottars related companies or trust guides is unable to take a safari due to illness or other reasons, we reserve the right to substitute and provide an alternate guide.

5. RISKS:

Cottar's related companies and trusts draw your attention to the fact that there are certain inherent risks involved in participating in safaris and that you must accept them at your own risk. Neither Cottars, the Cottars related companies or trust, nor their employees, nor their agents, can be held responsible for any illness, injury or accidents on the safari. The client acknowledges that the safari can sometimes be demanding and it is the client's responsibility to ensure that he/she is sufficiently fit and able to embark on the safari. Clients will be required to sign a waiver from by a Cottars related company or trust either prior to the safari departure or on arrive at camp. For safety reasons, the client will accept the authority and decisions of the safari leader/camp manager appointed by the Cottars related company/trust.

6. FORCE MAJEURE:

' Force Majeure ' means, in relation to Cottars related companies or trust, any circumstances beyond the reasonable control of Cottars related companies and trust (including, but without limitation, acts of God, explosion, floods, tempest, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance, requisition, Government intervention, weather condition or other untoward occurrence). If Cottars related companies or trust is affected by Force Majeure it shall immediately notify you of the nature and the extent thereof. Cottars related companies or trust shall not be deemed to be in breach of these terms and conditions or otherwise be liable to you, by reason of delay in performance, or by non- performance, of any of its obligation here under to the extent that any such delay or non-performance is due to any Force Majeure. Regarding civil unrest, once Cottars related companies and trust has investigated the prevailing situation as it deems fit, it shall remain in Cottars' related companies or trust sole and absolute discretion whether to proceed with the trip. You may in such circumstance cancel the trip. However if, after



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having made all reasonable proper enquiries, Cottars related companies or trust is of the opinion that the trip may proceed, no refund will be payable to you and the provision of the above clause shall apply. Any extra expense incurred to amend the trip as a result thereof shall be the responsibility of the passenger.

7. DISCLAIMER

Cottars 1920s Safari Camp and Cottars Safari Service are covered by comprehensive insurance policies relating to running a safari camp and tour operating service. Any of the Cottars related companies or trust, nor any person acting for, through, or on behalf of Cottars related companies or trust shall be liable or be responsible for loss or damage arising from late or non-confirmation or acceptance of bookings, loss or damage caused by delays by third parties such as international airlines, riots, strikes or issues including other force majeure issues, beyond our control.

Cottars related companies or trust may, at its discretion and without liability or cost to itself, at any time cancel or terminate the passenger's booking and in particular without limiting the generality of the foregoing, it shall be entitled to do so in the event of illness or the illegal or incompatible behavior of client or if the client becomes objectionable to other clients or become a hazard to themselves or other clients. In such incidents, the client shall in such circumstances not be entitled to any refund.

The person making the booking will, by the making of such booking, warrant that he/she has the authority to enter into a contract on behalf of the other person(s) included in such a booking and in the event of the failure of any or all of the other persons so included to make payment, the person making the booking shall by his/her signature thereof assume personal liability for the total price of all bookings made by him/her.

You should comply with the instructions of Cottars related companies or trust representatives at all times. No client shall be accepted or permitted to continue on safari while their status, mental or physical condition is, in the opinion of the representative of Cottars related companies or trust, such as to render them incapable of caring for themselves, become objectionable to other clients or become a hazard to themselves or other clients. Cottars related companies or trust will not be responsible for expenses incurred by such persons precluded from completing the safari for this reason.

8. BAGGAGE:

Temporary or permanent loss of baggage is the responsibility of the client or the carrier. It is not the responsibility of Cottars related companies or trust and any expense involved in such a loss is entirely the client's or the respective carrier's responsibility. Passengers are limited to 23kgs on long – haul economy flights and 12-15 kgs on light aircrafts. Limitation is strictly adhered to. This excludes hand baggage within reason. It is advised to pack in soft hold alls. Any overweight luggage will be at the client's expense and some small planes and airlines within Kenya will not carry weight beyond 15kgs.

9. INSURANCE:

Cottars related companies or trust strongly recommends and advises you to obtain the following types of insurance which are commercially available:-

Accident Death and Disability

Major Medical Emergency

Medical Evacuation

Loss of personal effects and money

Trip cancellation

Clients are advised that safaris are inherently dangerous and clients must be aware and covered for risk.

10. PASSPORTS & VISAS



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It is the clients' responsibility to ensure that all passports, visas, travel permits, health certificates, inoculations or other documentation required for the safari are obtained and are in order. Please ensure the client has at least two blank pages available in the client and the client's group's passports. Failure to meet this requirement could mean that the entry will be refused. Travelers may obtain the latest information on visas as well as any additional details regarding entry requirements by contact the nearest Kenyan embassy or consulate. It is the client's responsibility to meet any additional costs incurred as a result of any failure by you to comply with such requirements.

11. ARBITRATION AND GOVERNING LAW

The client acknowledges that in entering this agreement he or she does not do so on the basis of and does not rely on any representation warranty or other provision except as expressly provided herein and all conditions warranties or other terms implied under statute or common law are hereby excluded to the fullest extent permitted by law. If any provision of these terms and conditions is held by any court or other competent authority to be void or unenforceable, in whole or in part these terms and conditions shall continue to be valid as to the other provision thereof and the remainder of the affected provisions. Any dispute arising out of or in connection with these terms and conditions shall be referred to one Kenyan arbitrator to be agreed upon by both parties. If the parties fail to reach an agreement with fourteen (14) days after either party has first put forward the name of the proposed arbitrator, the dispute shall be referred to a single arbitrator to be appointed by the chairman (for the time being) of the chartered institute of arbitrators (Kenya branch). The arbitration act (cap. 49) or any other existing statutory modification or re-enactment whereof shall apply to arbitration hereunder. These terms and conditions shall be governed by and construed in all respects in accordance with the Laws of Kenya, and each party hereby submits to the non-exclusive jurisdiction of Kenya Courts.

CONTACT DETAILS: Bookings and Information

Cottars Safari Service P.O. Box 44191, Nairobi, Kenya

Office Tel: (254) (0)733 773377

Bookings and Reservations Telephone: (254) (0)733 773378

E-Mail: bookings@cottarsafaris.com

Website: <http://www.cottars.com>

Emergency contact details:

Louise Cottar: (254) (0) 733284268

Calvin Cottar: (254) (0) 733468180