

Terms & Conditions Severin Sea Lodge

1. INSURANCE

One requirement when using the rates and services offered by the Company is that all clients (including individual company and other legal entities) have in place adequate insurance cover against all risks associated with travelling to Africa and take care of appropriate travel medical equipment and other insurance prior to departure of clients from their country of origin. A visit to Africa and particularly a safari entails an element of risk and neither the Company nor their officers and employees shall be held liable in any way for any loss, damages, expenses or costs arising from any incident involving clients (individuals, company and other legal entities) that may occur whilst using any of the services provided by the Company or third parties contracted by these company.

It is the responsibility of every client (including individuals, company and other legal entities) to assess their own insurance requirements and to take care of appropriate insurance. In the event of failure of any client (individual company or other legal entity) to comply with these insurance conditions and requirements or to take care of appropriate insurance neither the Company nor their officers or employees nor any third party contracted by these Company shall be held liable in any way for any loss, damages, expenses or costs arising from any incident.

2. CANCELLATIONS

Cancellations are only effective on receipt of written notification. Bookings cancelled or reduced in number of guests or room nights between the following dates counted from noon on of the accomodation date are charged as indicated:

- | | |
|------------------------------|------|
| ▪ Time of booking – 36 days: | 20% |
| ▪ 35 – 20 days: | 30% |
| ▪ 19 – arrival: | 75% |
| ▪ No show: | 100% |

If booking is made through a tour operator different cancellation fees may apply.

Severin Sea Lodge cannot be held liable for any cancellation caused by war or threat of war, insurrection, riots, strikes, civil actions, decisions by governments or government authority, natural disaster, bad weather, technical or maintenance problems with transport, changes of schedules or operational decisions of air carriers or other similar circumstances beyond control of Severin Sea Lodge.

Cancellations outside the release date period will not be charged. If any room can be re-sold then no cancellation fee will be charged for the accomodation.

3. PAYMENT TERMS

Final payment is due prior to arrival of the clients unless prior credit arrangements have been established.

Children rates policy

Infant 0-1.9 years = free of charge

1 Child 2-11.9 years sharing with 1 or 2 adults = free of charge

2 children 2-11.9 years in own room = 50% reduction on DBL rate

4. WHAT THE PRICE INCLUDES

All rates are published per person/per night unless otherwise stated. The price for a third person in a room is only valid in combination with 2 full paying other guests.

The price includes:

- accommodation with booked catering
- government hotel taxes
- hotel service charges

The price does not include:

- visa fees and international and domestic airport taxes
- beverages (except All inclusive), laundry and other items of a personal nature, any communication cost (such as telephone calls or fax transmissions)

If a client requires an additional meal or any other extras, then these shall be charged according to the extras price list. Any upgrade from the booked room category is only possible on site.

We are pleased to accept the following cards: Visa, Master Card and American Express as well as proprietary traveler's cheques.

5. CHECK-IN AND CHECK-OUT TIMES

Check-in time is noon; check out time is until 10 am on day of departure.

Late check-out until 6:00 pm will be charged at 50% of room rate. Rooms vacated after 6:00 pm will be charged 100% of room rate.

6. BOOKING, DEPOSIT, REFUNDS

We will endeavour to maintain these rates and advise our clients as soon as any increases are planned. However, due to currency fluctuations and increases in costs and taxes beyond our control, we reserve the right to increase rates without notice. All rates are subject to change. Any booking, where a deposit has been agreed and paid, will not be subject to any such increase in rates. All vouchers issued and bookings made by you shall be subject to the terms and conditions contained in this document (or amendments that we may communicate to you in writing) unless otherwise agreed in writing in advance by BOTH parties.

If you are obliged to abandon an activity due to your own physical limitations there is no refund of fees and any additional accommodation and/or transport fees have to be incurred by you.

Minimum Stay Requirement: Between the 20th of December until the 4th of January and Easter period minimum stay is 7 nights.

Details of all sales contacts (forward sales report) should be submitted to the Hotel 6 weeks prior to arrival and on monthly basis. It should be emailed to the Hotel on the last working day of every month, to the attention of Mr. Daniel Okaka (reservations@severin-kenya.com).

The Hotel reserves the right periodically to reduce operators' allocations ("stop Sale") for specified periods of time by the number of unreported rooms with 48 hours advance notice. In the event of notice, operators shall have 48 hours (weekends and holidays not included) to report to the Hotel all allocated rooms already sold for the "stop sale" period.

Release period: 42 days for the period 20th of December until 4th of January and 28 days in all other periods, when not otherwise mentioned in the contracts. The Hotel reserves the right to increase or decrease the release period during the validity of the contract accordingly.

Operators undertake to provide airline seats for one familiarization trip each year to the Hotel; the Hotel undertakes to match this with free accommodation.

In the event of payment query on a particular booking, the operator is required to pay all the correct invoices / bookings leaving the individual invoice with the query outstanding.

7. PASSPORTS AND VISAS

The onus is upon the client to ensure that passports and visas are valid for Kenya. The company, its staff and its agents cannot be held liable for any visas etc. not held by the clients.

8. JURISDICTION

All matters concerning these conditions shall be subject to the laws of the Republic of Kenya. You submit to the executive jurisdiction of the courts of Kenya which shall be the sole forum for the hearing of any claims.

9. CLIENT RESPONSIBILITIES

9.1. Dress code: Guests are required to comply with the dress code of the Severin Sea Lodge in the bars and restaurants. This requires gentlemen to wear long trousers for dinner.

9.2. Smoking: Kenya has very strict laws in respect to public smoking and the hotel has designated areas for this. In the bedrooms guests are requested not to smoke in the rooms but the on the verandahs adjoining the rooms.

9.3. Sex Tourism with children will not only be reported to the police but also to the embassy of the country the guest originates from.

10. LIABILITIES

10.1. The hotel shall not be liable for any failure to provide holiday services to a guest as contracted arising from circumstances outside the hotel's control including but not limited to Act of God, war riots, lack of security, explosions, abnormal weather conditions, fire, flood, government action, strikes, lockouts, delay or default by suppliers, agents of subcontractors, accidents and shortage of labor, failure of publicly provided utilities in Kenya, poor infrastructure, contractions of Malaria and /or other illness by guests or disruption to transport caused by factors outside the Hotel's control.

10.2. The Hotel's premises contents facilities and services shall comply with all applicable Kenyan laws, regulations, (decrees) and codes of practice relating to hazard precautions, hygiene, fire and safety and the general safety of those using the Hotel (the "standards"). The laws regulations decrees and codes of practice of all other countries states and territories (including the European Union) relating to hazard precautions, hygiene, fire and safety and the general safety of those using the Hotel shall not apply to this agreement.

10.3. The Hotel shall offer all reasonable assistance to the Operators to access the Hotel standard. Where commercial; practiced the hotel shall take all reasonable steps to implement all the recommendations of the Operators with regard to the standard

10.4. The liability of the Hotel to the client shall not exceed that of the tour Operators' obligation to the client.