

TERMS & CONDITIONS SEVERIN SAFARI CAMP

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.

If any room can be re-sold then no cancellation fee will be charged for the accomodation. SSC 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 SSC's control.

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

All rates given are inclusive of all statutory taxes BUT do not include park fees to KWS. Full payment is due prior to arrival of the clients unless prior credit arrangements have been established.

Children rate policy:

Infant 0-1.9 years: free of charge

Children 2-11.9 years:

With 2 adults = DBL rate less 50%

With 1 adult or in own room = DBL rate less 25%

- 3 & 7 Night Packages include: one early morning bush walk, one sundowner at Poachers Lookout with sparkling wine and canapés, one night game drive, one bush lunch and ½ hour back massage at the KENBALI Spa.

- Standard rates for Severin Safari Camp are inclusive of full board, lunch, dinner & breakfast. Bottled water in tents is provided.
- Furthermore Junior Suite rates for Severin Safari Camp are inclusive of full board, lunch, dinner & breakfast. Coffee and tea making facilities, first fill of mini bar and butler service are inclusive.
- Kibo & Mawenzi Suite rates for Severin Safari Camp are inclusive of full board, lunch, dinner & breakfast. Coffee and tea making facilities, first fill of mini bar and butler service are inclusive.
- Airstrip Transfers are charged per person from either Kilaguni or Finch Hatton's, the price includes a game drive on route and is a one way transfer. Minimum two (2) persons.

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 fullboard
- government camp taxes
- camp service charges

The price does not include:

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

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, as well as well as proprietary traveler's cheques.

5. 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.

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

The Camp 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 Camp all allocated rooms already sold for the "stop sale" period.

The Camp 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 Camp; the Camp 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.

6. 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.

7. 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.

8. CLIENT RESPONSIBILITIES

8.1. Dress code: Guests are required to comply with the dress code of the Severin Safari Camp in the bar and restaurants. This requires gentlemen to wear long trousers for dinner.

8.2. Smoking: Kenya has very strict laws in respect to public smoking and the camp has designated areas for this. In the tents and suites guests are requested not to smoke, but on the terrace adjoining the tents.

9. LIABILITIES

9.1. The camp shall not be liable for any failure to provide holiday services to a guest as contracted arising from circumstances outside the camp'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 labour, 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 Camp's control.

9.2. The Camp'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 Camp (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 Camp shall not apply to this agreement.

9.3. The Camp shall offer all reasonable assistance to the Operators to access the Camp standard. Where commercial; practiced the camp shall take all reasonable steps to implement all the recommendations of the Operators with regard to the standard.

9.4. The liability of the camp to the client shall not exceed that of the tour Operators' obligation to the client.

10. CHANGES OF SCHEDULES

Although every effort is made to adhere to schedules it should be borne in mind that the company reserves the right, and in fact is obliged, to occasionally change routes on safaris dictated by changing conditions. Such conditions may be brought about by seasonal rainfall on bush tracks, airfields and in game areas etc.

11. ELECTRICITY

Electricity is provided by generator

Day 05.00 – 09.00 hrs & 13.00 – 14.30 hrs

Evening 18.00 - 23.00 hrs

12. REGISTRATION FORM

The registration form needs to be carefully read, understood and signed by the guests at campsite.

13. DRIVER AND SAFARI GUIDES

Accommodation is provided and the key for the rooms can be obtained from the Camp Reception. Nominal charge will be raised for the room, Linen, soap & towel are included. Meals are not provided, canteen facilities available in the utilities area, drivers / safari guides are not allowed to take meals or drinks in the guest areas.

TERMS & CONDITIONS KITANI SAFARI LODGE

- Rates do not include any meals, Severin Safari Camp does have Bar & Restaurant facilities which residents of Kitani Banda's at the normal tariff rates pay.
- The KENBALI SPA may be used by residents of Kitani Banda's at the displayed tariff rates.
- Included in the rates are linen, towels, a cooker, cooking utensils, gas, crockery & cutlery.
- Rooms, linen & towels will be cleaned / changed daily, the cleaning does not include washing of kitchen utensils, crockery etc.
- Soaps, shampoos, washing up liquid are not provided.
- Candles and emergency whistle are one hand, torches are not provided.