

Crocodile Racers Adventures is a registered Tour Operator in the Republic of Kenya.

### **1. Contract**

The contract is between You, the Client and Crocodile Racers Adventures Ltd. From hereon Crocodile Racers Adventures Ltd will be referred to as the Company and you are referred to as the Client.

The following terms and conditions of business apply to all Crocodile Racers Adventures safaris.

### **2. Booking a Crocodile Racers Safari**

In these Conditions, "Booking" means bookings for tours made via our official website, telephone, offices or email. All persons wishing to make a Booking must read carefully the Booking Conditions. All such persons will be bound by these Booking Conditions and the following terms. No person has any authority on the company's behalf to vary these Booking Conditions unless specifically authorized in writing by the company.

By signing up for tours organized by the Company, You as the client are deemed to have read, understood and accepted these terms of service.

All written information provided to the Client is given in good faith and based on information available to the Company at time of publishing. The Client will be informed of any changes prior to the departure date if known by the Company or as soon as reasonably possible.

The Company reserves the right for whatever reason to decline a booking and return payment made to the Client.

The Company will provide a full quotation without any financial obligation on the agent's part, prior to a firm booking arrangement. All quotations issued by Crocodile Racers Adventures will remain valid for a period of thirty days.

Receipt of deposit or full payment indicates formal understanding and acceptance of our terms and conditions of business.

In addition to the total tour price the client accepts that he or she may have to pay a local payment as specified in the itineraries unless otherwise stated.

### **3. Reservations and Payments**

A deposit of 50% of the total tour price is required at the time of tour booking. The remainder of the total quoted tour price is due 30 days prior to arrival / commencement of safari. If your reservation is made within 30 days of arrival / commencement of safari, the entire cost of the trip must be paid upon confirmation.

Some safaris such as Mountain Gorilla itineraries may require an additional deposit and should this prove the case, you will be advised in good time.

Accepted methods of payment include Cash payment, Credit / Debit Card (Visa & Master Cards), Secure Online Payment, Telegraphic transfer and Cheques to our Bank account whose details will be provided upon request.

Changes to confirmed reservations made within sixty days of the tour departure date will be charged according to the cancellation penalties outlined below.

Upon receipt of final payment, the Company will issue all relevant travel documents with fully

confirmed status. Any changes thereafter are subject to availability and to cancellation fees, which ever is applicable. (See below).

### **4. Cancellation by the Client**

All cancellations must be made in writing to the Company. Please ensure you receive written confirmation that your cancellation has been received by us. The date on which the letter is received by the Company or its agents will determine the loss of monies applicable.

Cancellation penalties within different time frames will apply as follow:

- 60 and more days before departure: loss of 75% of deposit
- 59 - 42 days prior to departure – 30% of total tour price
- 41 - 28 days prior to departure – 50% of total tour price
- 27 - 15 days prior to departure – 75% of total tour price
- 14 - 0 days prior to departure – 100% of total tour price
- No show-up on the departure date will attract 100 % forfeiture of safari price for any booking made with or by the Company.

Cancellation penalties on airfares and gorilla permits are additional and may not be included in the above cancellation charges. Cancellation insurance for the total land tour cost is strongly recommended.

### **5. Cancellation by the Company**

The Company reserves the right to cancel a tour in the event:

- (a) The minimum number of passengers specified for the tour is not met.
- (b) For reasons caused by Force Majeure, such as civil strife, war, quarantine, threats of war, political unrest, riots, civil disturbances, legally or illegally organized labor disputes, adverse weather conditions, acts of God, unusual or unforeseen circumstances beyond the company's control

In the event the Company cancels a tour before its commencement and based on the above (a & b), the client may choose between a full refund of all monies paid or any alternative tour offered in lieu by the Company. If the alternative tour chosen by the client is of a lower value than that originally booked, then the client is entitled to a refund of the price difference and vice versa.

**NB:** The Company will only refund money paid to it. Clients must bear this in mind particularly if buying non refundable or restricted flights elsewhere, as the Company will not be responsible for any such losses caused by a tour cancellation.

### Other Cancellation penalties

Some safaris may incur additional cancellation fees (especially Gorilla safaris).

- Gorilla Permits
- Deposit to confirm - US\$ 750 per gorilla permit
- Cancellation outside 60 days prior trekking - forfeiture of 50% of deposit.
- Cancellation less than 60 days prior trekking – forfeiture of 100% of deposit.

Most of the camps, hotels and lodges have special cancellation clauses during the year, especially during Christmas and New Year. These will be advised at the time of booking. These will in turn form part of these terms and conditions of business.

### 6. Refunds and claims

- Refunds are not made for any missed services, except for verifiable extenuating circumstances.
- For verifiable claims to be considered, they must be received in writing within 30 days of the termination of the safari and be accompanied by supporting documentation and/or a statement from the person verifying the claim. Any adjustment considered will be based on the actual price of the services involved and not on a per diem basis. Adjustments will not be made for unused sightseeing trips or meals.

- The Company will not accept any liability for any claims that are not received within 30 days of the termination of your safari. All claims for days missed while traveling should be made in writing within 30 days of the termination of the safari.
- If a client chooses not to complete his/her safari for any reason, or a safari is discontinued for reasons caused by Force Majeure as reflected above, there will be no refund.
- There will be no refund for any unused portions of a safari once it has commenced.
- If a client chooses not to complete his safari for any reason, or a safari is discontinued for reasons as in (b) above, there will be no refund.
- Refunds will be made less 6% deducted in the processing of the credit card [where payments have been made by credit card], and / or wire expenses [US\$50] for processing the refund [if a wire transfer for the refund is preferred].

**NB:** Any postponed safari / activity / service by either party should be redeemed within 6 months from the date of written notice of postponement; failure to which it becomes obsolete.

## 7. The Company's Responsibilities

- The company applies all reasonable checks to ensure that those involved in the preparation and provision of services outlined in the booked itinerary maintain appropriate standards of safety, hygiene and high level of customer care.
- In exceptional circumstances outside the control of the Company, its agents or suppliers, such as, but not limited to, circumstances amounting to force majeure such as war, threats of war, political unrest, riots, civil disturbances, legally or illegally organized labor disputes, adverse weather conditions and acts of God, the Company or its agents or suppliers cannot be held responsible for discontinuation of the tour, any limitations or withdrawal of facilities.
- The use by the Company of transport or accommodation in connection with a Client's safari is subject to the conditions of the operators or owners of such transport or accommodation for whom the Company acts as agents.
- Temporary or permanent loss of; damage to, or delay of clients baggage are the responsibility of the client unless resulting from the proven negligence of the Company. Clients are advised to travel light (i.e. with as little baggage as possible).
- The Company does not accept liability for the alleged acts and/or missions of its employees, agents and suppliers for deficiencies in the standard of services and facilities supplied in connection with any foreign inclusive tour or any safari supplied or organized by the Company unless resulting from the proven negligence by the Company.
- The Company does not accept responsibility for the death, body injury or illness caused to the signatory to the contract and/or any other named person on the booking form unless resulting from the proven negligence of the Company.
- The Company, where appropriate and with reasonable discretion, shall afford initial general assistance to clients who, through misadventure, suffer illness, personal injury or death during the period of their safari.
- The client is responsible for checking-in at the correct time. Accordingly, the Company

cannot accept responsibility for clients missing a safari as a result of late check-in.

- The client acknowledges and accepts that the nature of our safari is expeditious and adventurous and that such tours involve a certain amount of risk for which the Company and its staff or agents carry no liability.

- It is mandatory that each client obtains adequate personal travel insurance to cover such personal risks as illness, personal injury or death, loss of baggage and compensation or refund for discontinuation of safari due to circumstances beyond the control of the Company, though not limited to force majeure circumstances only, during the period of their safari otherwise the Company does not accept liability. Flying Doctors Service is also mandatory for rapid evacuation from the scene of an accident or emergency to a hospital otherwise the client is responsible for his evacuation by air or otherwise.

- The Company reserves the right to cancel a safari or subcontract it to another operator for similar services if the minimum number of clients required is not achieved or by reason of unusual or unforeseeable circumstances beyond its control, the consequences of which could not have been avoided even if all due care had been exercised. Nevertheless notice of such cancellation will be given whenever possible and an alternative safari offered if practical though the client is entitled to a refund of his money under the contract if he is not interested and prefers a refund. The difference, if any, between the price of the alternative safari and the initial one will also be refunded.

- The Company and its agents act only as agents for the passenger with respect to services provided, included but not limited to, hotels, lodges, camps, restaurants, sightseeing, game drives and all forms of transportation within E.Africa.

- To the best of our knowledge, this brochure and the information contained within is correct at time of going to print. Crocodile Racers Adventures cannot be held responsible for any inaccuracies or changes, which may occur after printing.

### **8. Client Responsibilities**

- You shall ensure that you have obtained adequate insurance cover against personal accident, medical expenses and loss of your baggage and personal valuables.

- You shall ensure that all your travel documents, full passports, visas, vaccination certificates, currency and travellers cheques are in order and that the name that appears on your airline ticket (if relevant) shall be the name that appears on your passport and that you reconfirm all your international flight departures at least 72 hours prior to departure unless CRAL shall have agreed by prior arrangement to reconfirm on your behalf.

- You shall be responsible for informing CRAL when the Booking is made of any requests for special diets or facilities for the disabled or for any other special needs. Whilst every effort will be made to meet such requests, CRAL does not guarantee that such requests will be met.

- You shall inform CRAL when you make the Booking of any medical condition or disability which may materially affect your ability to enjoy or suitability for the Tour.

### **9. Arbitration**

The contract and these conditions shall be governed in all respect by the laws of Kenya. Should a situation arise that you have a complaint about in any aspect of the safari, we encourage you to kindly report the incidence to our office immediately (where possible) so that we may have the opportunity to correct the problem.

### 10. Departure check-in program

- 8.30 - 9.00 a.m. - Check in our offices ready for the safari **REQUIRED**:
- Receipt or voucher issued at the time of booking accompanied by the Booking Form filled and duly signed if not already submitted
- For residents, either the Green Alien Identification Card, Work Permit or Driving License as proof of o-nes status in Kenya
- 9.00 - 9.15 a.m. - Board your safari vehicle
- 9.15 - 9.30 a.m. - Briefing session followed soon after by departure

### Tanzania, Uganda and Rwanda Departures:

These safaris do not always depart from Crocodile Racers Adventures Ltd Office, hence it is important to check in our office at least a day earlier for final briefing.

### 11. Inclusions and exclusions in the itinerary cost

a) **The price includes** all details listed on your itinerary except where noted as an option or specifically noted as an exclusion. Standard Inclusions (this may vary from itinerary to itinerary)

- ALL accommodation and meals on safari.
- ALL government hotel taxes and service charges.
- ALL Land transport in specially built safari vehicles.
- ALL National Park / reserve entrance fees.
- ALL entries to tribal Manyatta unless otherwise stated
- ALL internal air transport as specified in itinerary.
- ALL porter age and Airport Assistance.
- ALL bottled mineral water
- ALL Company's administrative and operational development costs.

- Exceptionally knowledgeable, KPSGA certified guide

### **b) Not included: (Unless specifically requested)**

Not included in our safari costs are;

- Personal Laundry, beverages and other personal expenses.
- Tips to bar staff for personal beverages or room service.
- Gratuities to driver / guides.
- Game and nature walks.
- Visa fees.
- Accommodation before and after safari.
- Any deviations from the set itinerary.
- Any other item not mentioned in the inclusive list.

**NB: Any activity detailed in your itinerary as 'optional', will be extra to your account.**

## **12. Important Information**

a).All airfares quoted within Africa are current as at the date of the tour quotation. Crocodile Racers Adventures is not responsible for any changes in airline schedules, airfares, cancellations, loss or damage to baggage and overbooking. All claims for any loss or injury suffered on any airline must be made directly with the airline involved and not with Crocodile Racers Adventures Ltd.

b).Specific accommodation described in these itineraries may not always be available. In the event of this happening, the Company will always recommend comparable alternative accommodation. It is then the decision of the traveler to accept or decline this alternative accommodation prior to committing to the deposits and pre-payments.

c).Tour costs are based on all known costs at the date of quotation. Any significant changes



beyond the control of the Company will be passed onto travelers. Once a final quotation has been given by Crocodile Racers Adventures and the same has been accepted on behalf of the client and the tour arrangement has been paid for as per our payment terms, then no additional charges and/or surcharges will be levied.

d). The company will not be responsible for any lost or delayed baggage, resulting from travel with an international scheduled airline.

e). Generally travelers in Africa using charter aircraft services to facilitate travel from one destination to another are limited to a baggage allowance of 33lbs/(15kgs) per passenger. This includes camera equipment and carry on baggage. It is important that this baggage is packed in lightweight duffel type bags.

For private charter flights arranged by Crocodile Racers Adventures, our policy will be to cater for 20kgs of baggage allowance per passenger.

Further guidelines and recommendations on baggage procedures and what to pack on safari are provided in our pre-departure safari information.

f). Should guests arrive with excess baggage without prior warning to the company, their baggage may be delayed, as the company may have to fly the baggage into their safari destinations at a later stage and at a considerable cost to the client.

g). Should guests know and inform the company in advance that they will be carrying baggage in excess of the given limit, the Company will quote the extra costs involved.

h). Whilst on safari with the Company, please ensure that clients are aware that at times they will be in close proximity to wild animals. A responsible attitude and vigilance is requested when in this situation. Many of the camps, lodges and hotels are not fenced. Attacks by animals are rare; however the company cannot guarantee that this may not occur. Neither the company, nor its employees, or its agents can be held responsible for any injury or incident whatsoever whilst on safari.

### **13. Transportation and Guides**

a).The company shall provide the services of subcontracted transport options such as aircraft, safari vehicles, or alternatives as it considers necessary, based on considerations such as suitable routes to be taken, conditions of roads, and the number of clients traveling in one party.

b).The Company reserves the right to alter any such arrangements made including the proposed route to be taken.

c).The Company reserves the right to employ the services of sub contractors to effect transportation.

d).The company shall provide the services of drivers who are professional guides.

### **14. Flying Doctor Service**

Each Crocodile Racers Adventures client will be required to be registered as a member of 'The Flying Doctor Society' (AMREF) in East Africa. AMREF emergency Air Evacuation is limited to safaris in East Africa.

### **15. Flights**

a).In the unlikely event of flight delays the airlines concerned are not to be held liable for any act, omission or event during the time the passengers are not on board their aircraft or conveyance.

b).Flight delays are not considered as alterations to the holiday and as a consequence any compensation applied for from the company is not applicable. In the event of a scheduled flight delay, cancellation or over booking, the company cannot be held liable for any costs incurred. Any denied boarding compensation if applicable should be sought from the airline concerned and not Crocodile Racers Adventures.

c).The company cannot guarantee that flight times detailed on the itinerary will not change at short notice. If in any event they do, Crocodile Racers Adventures will make every available effort to assist in obtaining a suitable alternative flight.

### **16. Age Limits**

In certain camps, lodges, hotels and beach resorts and on specific activities, minimum age limits can apply. The age limit for Gorilla Safaris is 15 years and is absolutely inflexible.

### **17. Copyright (c)**

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