



**HOLIDAY
MIGRATIONS
SAFARIS**
"Have a break, have a Holiday"



HOLIDAY MIGRATIONS LIMITED BOOKING TERMS AND CONDITIONS

DEFINITIONS

"Tour" and "Safari" shall mean any combination of excursion, hotel accommodation or transfer service. "Departure day" shall mean that day on which the tour commences.

ROLE OF HOLIDAY MIGRATIONS LIMITED

The tours shown on our website have been arranged by Holiday Migrations Limited in Kenya. We use reputable hotel companies and other suppliers for various services in Kenya, Tanzania and Uganda.

PRICES

Prices include all expenses in connection with the vehicle and driver, hotel accommodation and meals full board (except where specified otherwise), Government taxes and levies and all entrance fees (except where specified otherwise). Not included are international flights, any visas, inoculations, personal insurance, drinks, tips, laundry or other items of a personal nature.

PAYMENT

A deposit of 20% is payable at the time of booking. The balance is payable 60 days prior to departure date. A booking is considered confirmed once we have accepted the booking and issued a confirmation voucher or letter. If payment is not received by the due date Holiday Migrations Limited reserves the right to treat the booking as cancelled and apply the cancellation charges detailed in the paragraph below.

CANCELLATION TERMS

90-60 days before departure	20% of tour price
59 - 30 days before departure	50% of tour price
29 - 0 days before departure	100% of tour price

CHANGES/ALTERATIONS

* By the Agent

Should you wish to make changes we will be happy to assist? A small charge may be levied.

** By Holiday Migrations Limited

We reserve the right to cancel or make changes to itineraries before and after the safari has been confirmed. Most changes will be minor, but should circumstances or events make this necessary, in the opinion of Holiday Migrations Limited, a suitable alternative will be offered and, if applicable, a refund given.

INSURANCE

All participants on tours arranged by Holiday Migrations Limited or its agents must have adequate personal insurance against all possible risks including, but not limited to, death, personal injury, medical expenses, casualty evacuation, baggage loss, theft and cancellation or curtailment of the tour. It is the responsibility of Tour Operators or Travel Agents to ensure that their clients are insured.

COMPLAINTS

We very much hope that problems do not occur on our tours. However, should one arise customers should immediately notify us or our local representative to see if the problem can be resolved right away. In the unlikely event that a customer remains dissatisfied, details of the complaint should be sent to us in writing within 15 days. We regret that we cannot accept responsibility for any complaints that are not notified within this period.

OPTIONAL ACTIVITIES

At some of the places you will visit on your tour, optional activities will be available from other independent suppliers who are not affiliated with Holiday Migrations Limited. Some of these activities carry with them inherent risks, including that of attack by wild animals, which can cause serious injury. These activities include, but are not limited to: (1) walking safaris; (2) horseback/camel safaris; (3) canoeing; (4) hot air balloons; (5) gorilla trekking; (6) underwater diving and snorkeling; You should be aware that, although precautions are taken by the suppliers to guard against such dangers, your safety cannot be guaranteed. Should you elect to participate in such activities while you are on your tour, you are free to do so. However, such participation will be at your own risk. Holiday Migrations Limited assumes no responsibility for your safety. Holiday Migrations Limited requests common sense and caution be exercised while visiting any of the cities and towns on the tour. The company is in no way responsible for incidents or personal/public interaction occurring between a tour member and anyone you may meet while on tour.

FORCE MAJEUR:

Holiday Migrations Limited is not liable for acts of God, fire, weather, acts of governments or other authorities, wars, civil disturbances, riots, terrorist acts, strikes, thefts, pilferage, epidemics, quarantines, dangers incident to sea, land and air travel, and other similar acts or incidents beyond its control



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HOLIDAY MIGRATIONS LIMITED BOOKING TERMS AND CONDITIONS BOOKING TERMS AND CONDITIONS continued

LIABILITY

The Holiday Migrations Limited liability to clients transported in its own vehicles will be governed by the laws of the country in which the action resulting in a liability claim takes place. Travel carries some measure of inherent risk including, but not limited to, the hazards of travelling in underdeveloped areas where road conditions and other facilities may be poor or lacking; the forces of nature; and accident or illness in remote regions without means of rapid evacuation. Bookings are accepted on the specific condition that Holiday Migrations Limited acts only as agents of the passenger in all matters relating to hotels, sightseeing tours, restaurants, all forms of transportation and other services which may be included in these tours. Holiday Migrations Limited purchases these services from suppliers and other independent contractors, without warranties and representations from them and thus such services are not subject to its control. The right is reserved to substitute hotels of comparable status and to make any changes in the itinerary where deemed necessary or caused as a result of adverse road or weather conditions, disruptions to airline schedules or any other valid reason. While all precautions are taken to ensure the passenger's safety and enjoyment on these tours, Holiday Migrations Limited and/or its agents shall not be liable for death, injury, delay, loss or damage arising from any cause and in any manner whatsoever or change of itinerary or act, including any acts of terrorism, acts of God and government, neglect, accident, error or omission caused by any of these suppliers or independent contractors, their employees, representatives or any event beyond the control of Holiday Migrations Limited. All baggage is carried at the passenger's own risk, and Holiday Migrations Limited reserves the right to exclude certain baggage at its discretion. The airlines used to provide flights within Kenya are subject to international air conventions limiting its liability; the limitations of liability are contained on the reverse side of the airline ticket and form part of the terms and conditions of this package.

Except where Holiday Migrations Limited provides their own vehicles for the transportation of clients, the suppliers and their agents act only as agents of the client in all matters relating to hotel accommodation, tours and transport, whether by aircraft, rail, road, ship or any other means – and shall not be liable for any failure to perform, injury, delay, loss or damage arising from or in connection with the provision of such services, save where such failure, injury, delay, loss or damage is caused by the negligence of the suppliers. Holiday Migrations Limited maximum aggregate liability to each tour member for negligence or breach of contract by Holiday Migrations Limited shall not in any event be liable for any unusual or unforeseeable event beyond their control including, but not limited to, social or labor unrest, act of God, terrorist activities, or any act of Government which results in loss, delay, damage or injury to tour members. The suppliers reserve the right to hire sub-contractors to carry out all or any part of the tour and in that event the clause relating to sub-contractors shall apply.

TOUR LEADER POLICY

One free bona fide tour leader for every 15 paying clients

Up to a maximum of two tour leaders, shall be offered a complimentary twin room on the same meal plan as the rest of the group. All extras, including extra meals, park fees and internal flights etc. shall be charged.