



**These terms and conditions are applicable to all clients of Governors' Safaris Ltd and / or Governors' Safaris (Rwanda) Ltd (collectively known as "the Companies"). It is a requirement of using the services offered by the Companies that these terms and conditions are accepted in full and clients accept that by making a booking with the Companies these terms and conditions are accepted in full. These Terms & Conditions are subject to change without notice.**

## **QUOTATIONS**

- A quotation is valid for 7 days from receipt.
- The date on which a provisional booking expires may be different from the date on which a quotation expires
- This quotation is subject to the availability of all services at the time of confirming a reservation.
- The price quoted is subject to change in the event of any unforeseen increases in prices, such fuel costs increases, currency fluctuations (relevant to aircraft or transfer services) and/or Government levies/taxes, park and conservation fees increases.
- Services are quoted and invoiced in United States Dollars. Payment must be made in United States Dollars.
- Fares and taxes on flights are quoted per person and at current rates. These are subject to availability and are subject to airline increases or rate of exchange fluctuations at any time prior to date of travel.

## **GENERAL INCLUSIONS**

- All accommodation on a shared or single basis as indicated;
- Meals as specified;
- Excursions and transfers as included in the quote;
- Most safari camps/lodges include game drives in their rate. If there is an additional charge we shall detail it on your quotation. Private activities and guide may be booked at an additional cost for sole use or special interest activities. Please advise during booking if you would like additional information on this service;
- Services of the camp/lodge guides and staff as specified on your quote;
- Relevant park fees and entrance fees as specified on your quote;
- Drinks as specified on your quote – drink inclusions may differ between camps/lodges;
- Laundry can be done at most camps/lodges and hotels. In some cases this is included in the rate as quoted whilst in others it is an extra cost. You will find this detail in the property notes on your quote
- Air transfers as specified on your quote, including Departure Taxes as relevant.
- Accommodation taxes, the applicable Tourism Levies and all relevant Value Added Tax (VAT) or Government Sales Tax (GST).

## **GENERAL EXCLUSIONS**

- Meals not specified in the quote such as lunch and dinner in city hotels and at restaurants;
- Any drinks, park fees, entrance fees, portorage, tours/excursions and transfers not specified in the quote;
- Any scheduled commercial flights and related taxes;
- Cancellation, baggage and medical insurance;
- Staff gratuities;
- Any new Government Taxes, levies, park and conservancy fee, fuel or industry increases which are beyond our control;



- Visa fees where relevant. Should a visa payment be required, this will need to be paid in United States Dollar cash. Change is often not provided and thus the exact amounts payable are essential (with small denominations encouraged). Travellers Cheques and credit cards are not usually accepted for this purpose;
- Any items of a personal nature.

## DEPOSIT & PAYMENT POLICY

- Once a booking has been confirmed to us in writing and upon receipt of the non-refundable deposit by the Companies we will change the booking's status from "provisional" to "confirmed". The standard deposit is 20% of the total travel arrangement costs, however, this amount can vary depending on certain terms and conditions, the requirement to pay up-front costs (such as gorilla permits) or party size. We will communicate to you any "non-standard" deposits along with your quotation, if necessary. Please note that no booking can be confirmed until such time as the Companies confirms receipt of the required deposit.
- Please contact your Sales and Reservation Consultant for details on the deposit and please **DO NOT** confirm a booking unless you have this non-refundable deposit in hand, as you will become liable for cancellation fees if the booking does not materialize.
- NOTE THAT IT IS REQUIRED THAT THIS DEPOSIT BE PAID OVER TO THE COMPANIES WITHIN SEVEN DAYS OF RECEIPT OF THE DEPOSIT INVOICE. IN THE CASE OF SHORT LEAD TIME BOOKINGS, THE DUE DATE FOR THIS DEPOSIT WILL BE REFLECTED ACCORDINGLY ON SAID INVOICE, OR FULL PAYMENT MAY BE REQUIRED.
- **Full payment is due at least 60 days** prior to arrival date. The final due date will be confirmed during the booking process.
- The booking terms and conditions for third party properties (i.e. non-Governors' Camp Collection camps/lodges) will vary from property to property. Should you require the booking terms for a specific property, please request this from your Sales Consultant.
- The final price of an itinerary is subject to change in the event of any unforeseen increases in prices, such fuel costs increases, currency fluctuations (relevant to aircraft or transfer services) and/or Government levies/taxes, park and conservation fees increases.

## CANCELLATION POLICY

### FIT Travellers

Cancellations are only effective on receipt of written notification and acknowledgement of receipt by the Companies. Cancellations received:

- Over 120 days before safari date; the 20% deposit will be refunded NETT bank charges & handling fee (up to 10% of the value of the booking).
- Between 120 & 60 days before safari date, 20% of the total cost will be charged.
- Between 60 & 31 days before safari date, 50% of the total cost will be charged.
- Between 30 days before safari date and a 'No Show' 100% of the total cost will be charged.

### Groups

Groups are defined as bookings that occupy 50% and above of the capacity of the smallest property on the itinerary.

Cancellations are only effective on receipt of written notification and acknowledgement of receipt by the Companies. Cancellations received:

Governors' Safaris Ltd.  
Ngong Race Course, Block A  
Nairobi Business Park  
P.O. Box 48217, Nairobi Kenya  
Tel: (+254) 20 2734000/5  
After hours number: (+254) 733 268 888



- More than 120 days before safari date; the 20% non-refundable deposit is forfeited.
- Between 120 & 60 days before safari date, 50% of the total cost will be charged.
- Between 60 days before safari date and a 'No Show' 100% of the total cost will be charged.

## IMPORTANT - CANCELLATION POLICY

The Cancellation Terms in this document apply to Governors' Camp Collection properties and / or services provided by the Governors' Camp Collection. For any 3rd Party properties or services used in an itinerary, the Deposit, Payment and Cancellation Terms and Conditions will be in accordance with the specific Terms and Conditions of those 3rd party properties or services booked, and those 3rd Party Cancellation Terms and Conditions shall override the Cancellation Terms and Conditions issued by the Companies in respect of accommodation or services booked with 3rd Parties. Those 3rd Party Cancellation Terms and Conditions will be communicated to you during the booking phase. Please note, it is only 3rd Party cancellation policies that can override elements of the Terms and Conditions in this document and all other Terms and Conditions in this document remain contractually in place, valid and enforceable.

## **INSURANCE**

It is a condition of using the rates and services offered by the Governors' Safaris Ltd and / or Governors Safaris (Rwanda) Ltd ("The Companies") that all clients (including individuals, companies and other legal entities) have in place adequate insurance cover valid from the date of confirmation against cancellation and travel amendment charges and all risks associated with travel in Africa and it is a requirement of using the services offered by the Companies that all clients (including individuals, companies and other legal entities) take out appropriate travel, medical 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 Companies nor their officers and employees shall be liable in any way for any loss or damages expenses or costs arising from any incident involving clients (individuals, companies and other legal entities) that may occur whilst using any of the services provided by the Companies or third parties contracted by these companies.

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

Any insurance offered by the Companies and taken up by a client is deemed to have been assessed and approved by that client in accordance with the requirements of these terms and conditions.

## **FORCE MAJEURE**

a) "Force Majeure" means, in relation to the Companies, any circumstances beyond the reasonable control of the Companies (including, but without limitation, war or threat of war, sabotage, civil disturbance, or requisition, acts of God, fire, accident, flood or explosion, sickness, quarantine, Government intervention, weather conditions or other untoward occurrences).



- b) If the ability of the Companies to provide the services booked is affected by Force Majeure then they shall as soon as practicable notify you of the nature and extent thereof.
- c) The Companies 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 obligations hereunder to the extent that any such delay or non-performance is due to any Force Majeure.
- d) If either of the Companies is affected by Force Majeure it shall be entitled to and may in its absolute and sole discretion, cancel or vary any arrangements or itinerary in relation to the safari. Payment of any refund by the Company as a result of the non-performance of any of the Company's obligations hereunder shall remain in its sole and absolute discretion although the Company shall use its reasonable endeavors to reimburse you where possible. However, the Company shall be entitled to deduct from any refund recoverable the reasonable actual and potential costs to the Company of the Force Majeure.
- e) Regarding Civil unrest, once the Company has investigated the prevailing situation as it deems fit, it shall remain in either of the Companies sole and absolute discretion whether to proceed with the safari. You may in such circumstances cancel the trip. However, if, after having made all reasonable and proper inquiries, either of the Companies is of the opinion that the trip may proceed, no refund will be payable to you and the provisions under refunds will apply.

## SCHEDULED FLIGHT TICKET QUOTES – STANDARD TERMS & CONDITIONS

- Fares and taxes on flights are quoted per person and at current rates. These are subject to airline increase or rate of exchange fluctuations at any time prior to date of issue.
- All airlines require **full first names and surnames** as per the passengers' passport to make a reservation.
- **NOTE: In line with airline and government regulations around the world, we may be required to supply the following information before air tickets may be issued for reservations made on scheduled flights – passport name, passport number, date of issue, date of expiry, country of issue, date of birth, gender and nationality.**
- A Change Fee may be applicable for any name changes after and airline reservation has been made, or after the ticket has been issued. Change Fees will be charged to your final invoice, or in a separate invoice to you if final payment has already been made.
- Airfares are subject to seat availability and rules, cancellation and amendment penalties.
- Cancellation fees will be charged if applying for a refund on an issued ticket.
- The Companies and their partners cannot be held responsible for any re-routings, delays or cancellations imposed by the airlines. Guests should carry adequate travel insurance to cover such eventualities.

## WEIGHT & LUGGAGE RESTRICTIONS FOR LIGHT AIRCRAFT TRANSFERS

- For most bush flights within Kenya and Tanzania, a strict limit of 15kg of luggage in total (including hand luggage) is applicable, packed in soft bags.
- **Safety is the number one priority for the Companies.** Adhering to aviation regulations means that there have to be strict measures in place to ensure weight allowances are not exceeded and that these parameters are adhered to by all our partners world-wide.
- The strict weight restrictions in place on any itinerary which includes light aircraft transfers are for the following reasons: The aircraft are designed with a maximum bodyweight and luggage weight allowance; most of our airfields are at a fairly high elevation and located in the warm to hot tropics so the permissible aircraft carrying capacity is reduced and the aircraft have physical space restrictions – such as size and type of aircraft; size of the luggage pod and seats



- As part of the enhancement of Safety, Compliance and Risk Mitigation processes by the Companies and Governors' Aviation Ltd and as part of our efforts toward service excellence audits and / or desktop reviews are carried out on third party aviation operators. These 3rd Party aviation operators are audited for compliance with applicable aviation regulations. . If they pass the audit / review processes carried out by the Companies and / or Governors Aviation Ltd then they are labelled as Preferred Suppliers and it is the directive of the Safety Review Board of Governors' Aviation Ltd that only Preferred Suppliers are utilised when outsourcing any and all additional aircraft routings. For further details, please consult with your dedicated Sales and Reservation Consultant.
- Should a guest require extra luggage allowance, a freight seat may be purchased at the cost of a child's seat. This allows for 65kg of extra luggage per seat.
- Governors' Aviation Ltd offers a limited luggage storage facility at its Wilson Airport offices for any luggage over the weight limit. Guests are welcome to leave luggage, and collect again on return from their bush safari.
- Where a larger aircraft is booked by the client, the luggage weight allowance may be increased - this will be specifically communicated in the quote or when the information is available to the Companies.

## PASSPORT & VISAS

Visitors to Africa must have a passport that is valid for at least 6 months beyond their intended departure date, together with onward travel documents, proof of accommodation and sufficient funds for the duration of their stay. In addition, each country they may be visiting generally requires at least 2 consecutive/side by side blank pages on entry for both visas and stamps. Should the itinerary include more than one country, excluding the country of departure and return, a sufficient number of blank **visa** pages (not endorsement pages) in their passport is required. Should there be insufficient blank pages in your passport then entry into or exit from a country could be denied.

- Any applicable visas, costs and/or relevant documentation are the responsibility of the guest. They must please verify with the relevant consulate concerning visa entry requirements and, if extending their journey to other countries, the visa entry requirements for those countries need to be established as well.
- **Guests must ensure they have all necessary visas prior to departure from their home country (unless these can be obtained on arrival) as the Companies, their staff, agents and operators cannot be held liable should entry be denied.**

## DATA AND PRIVACY POLICY

Please see our full Privacy Policy available on our website <https://www.governorscamp.com/privacy-policy/>

In order to comply with General Regulation on Data Protection (EU) 2016/679, Article 13, which came into effect 25th May 2018, we have to notify you of the data we hold about you and how we use this data.

At the Companies and their associated companies use client information (your name, address and email address) in the normal course of business in the following areas: legal, tax and marketing. We retain a client's name, address and email address for a period of 7 years which is the length of time we are required to for various legal and tax reasons.



We take privacy extremely seriously and will never share client data with third parties. The collection of data is carried out in a manual mode by a personnel specifically appointed by the Companies to input this data into our private database.

If you have any questions about our Privacy Policy, then please email us on [marketing@governorscamp.com](mailto:marketing@governorscamp.com).

## IMPORTANT

- Please ensure that you are aware of our booking conditions. Booking this safari with us confirms your acceptance of these conditions.
- Prior to confirming the booking, each guest is required to take out their own comprehensive travel, medical, cancellation, curtailment and default insurance for the duration of their trip.
- Due to the remote areas in which we operate, it is vital that all guests are covered for emergencies and other unforeseen circumstances. We will not be held responsible for any guest travelling without insurance.
- The relevant cancellation policy applies should the guest fail to join or start their safari/journey for any reason, including airline delays or missed connections. Please ensure adequate travel insurance is in place for this eventuality.
- The itinerary may include camps/lodges that are situated in Malaria and Yellow Fever areas. Please consult a medical practitioner, pharmacist or travel clinic to establish what precautions and/or vaccinations will be required.
- Due to the logistics of travelling on a safari to remote areas, we strongly recommend that all guests read the literature provided. Should there be any further queries, please feel free to contact your Sales and Reservation Consultant.