



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.

Kenyan Law: It is a condition of making a reservation with the Companies that the client agrees that these terms and conditions constitute a contract under Kenyan Law and the client agrees irrevocably to the exclusive jurisdiction of the Kenyan Courts and that in the event of any dispute or action of any kind against the Companies that dispute or action shall be heard under Kenyan Law in the Kenyan Courts.

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 as 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 indicated 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, portage, tours/excursions and transfers not specified in the quote;
- Any scheduled commercial flights and related taxes;

Governors' Safaris Ltd.
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- 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 often 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 deposit by the Companies we will change the booking's status from "provisional" to "confirmed". The standard deposit is 50% 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. Deposits once received are non-refundable in cash, except on an agreed case-by-case basis.
- 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.
- Group bookings will be subject to different deposit and payment schedules and will be agreed on a case-by-case basis.

CANCELLATION POLICY

FIT Travellers

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

- Over 90 days before safari date; the deposit will be held in credit for use against a future booking.
- Between 90 & 60 days before safari date, 20% of the total cost will be forfeited. Any balance will be held in credit for use against a future booking.

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- Between 60 & 31 days before safari date, 50% of the total cost will be forfeited. Any balance will be held in credit for use against a future booking.
- Between 30 days before safari date and a 'No Show' 100% of the total cost will be forfeited.

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:

- More than 120 days before safari date; the 50% deposit is non-refundable. In some circumstances a part of the deposit will be held as credit towards future bookings as agreed on a case-by-case basis.
- Between 120 & 90 days before safari date, 50% of the total cost will be forfeited.
- Between 90 days before safari date and a 'No Show' 100% of the total cost will be forfeited.

An individual agreement for group bookings, particularly for Exclusive Use requests of properties, between the Companies and the booking agent will supercede these terms and conditions.

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, including travel 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 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.

Emergency Evacuation Cover, purchased through AMREF (The Flying Doctors Society) is mandatory for all itineraries booked by the Companies and AMREF cover is automatically included in our costings. This is not a substitute for personal travel insurance and clients must also make their own arrangements for full insurance prior to travel.

Failure by clients to provide AMREF emergency evacuation cover for themselves may result in delays in medical evacuation while payment confirmation formalities are processed and this will increase the risk of medical complications.

The Companies are not responsible for covering any costs incurred for medical treatment or any evacuation for clients while on safari, nor are we responsible for any complications which may result from a delay in arranging such medical evacuation

FORCE MAJEURE

- a) "Force Majeure" means, in relation to the Companies or clients, any circumstances beyond the reasonable control of the Companies or clients (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 or the clients are affected by Force Majeure the companies 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 in credit 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.

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- 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.

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.

GOVERNORS' CAMP COLLECTION RATES - INCLUSIONS, EXCLUSIONS, TERMS & CONDITIONS

Governors' Camp, Little Governors' Camp: Rates include full board accommodation, 3 meals per person per night booked, purified water and welcome drink, laundry, together with applicable VAT thereon, and transportation of tourists. Transportation of tourists will be in our custom built 4WD vehicles. It includes all air strip transfers and two or three excursions daily (depending upon client preferences) into the famous Masai Mara National Reserve and surrounding areas, to local Masai Villages (Manyattas), and to / from the local schools and other community and conservation projects we support and which guests may wish to visit. The amounts invoiced for transportation of tourists are shown separately on each client invoice and the charge for each service is clearly stated on the invoice. Rates exclude drinks, personal expenses, Manyatta entrance fees and Park Fees. There is a supplement for the Justus Suite and the price is available upon request.

Governors' Il Moran Camp Rates include full board accommodation, 3 meals per person per night booked, & all soft drinks, beers, house wines and "non-premium" spirits, laundry, together with applicable VAT thereon, and transportation of tourists. Transportation of tourists will be in our custom built 4WD vehicles. It includes all air strip transfers and two extended excursions daily into the famous Masai Mara National Reserve and surrounding areas, to local Masai Villages (Manyattas), and to / from the local schools and other community and conservation projects we support and which guests may wish to visit. The amounts invoiced for transportation of tourists are shown separately on each client invoice and the charge for each service is clearly stated on the invoice. Rates exclude Champagnes, selected fine wines, premium spirits and liqueurs, personal expenses, Manyatta entrance fees and Park Fees. Only children over 8 years of age will be accommodated in this camp.

Governors' Private Camp Rates include full board accommodation, 3 meals per person per night booked, & all soft drinks, beers and house wines and "non-premium spirits", laundry, together with applicable VAT thereon and transportation of tourists. Transportation of tourists will be in our custom built 4WD vehicles. It includes all air strip transfers and two or three extended excursions daily into the famous Masai Mara National Reserve and surrounding areas, to local Masai Villages (Manyattas), and to / from the local schools and other community and conservation projects we support and which guests may wish to visit. The amounts invoiced for transportation of tourists are shown separately on each client invoice and the charge for each service is clearly stated on the invoice. Rates exclude Champagnes, selected fine wines, premium spirits and liqueurs, personal expenses, Manyatta entrance fees and Park Fees. Governors' Private Camp is available on an exclusive use basis by booking and paying for 6 or more tents per night. If less than 6 tents are booked per night then clients may be sharing the camp with other FIT's or small groups.

Loldia House: Rates include full board accommodation, 3 meals per person per night booked, purified water and welcome drink, & laundry, together with applicable VAT thereon, transportation of tourists and boat rides with Lodge's boat on Lake Naivasha. Transportation of tourists will be in our custom built 4WD vehicles to Lake Nakuru National Park and / or Hells Gate National Park, Elementaita and The Eburu Forest Reserve & Bongo conservation area, to local flower farms, to the local school, bird-watching, to Crescent Island, or exploring the ranch by vehicle. The amounts invoiced for transportation of tourists are shown separately on each client invoice and the charge for each service is clearly stated on the invoice. Rates exclude drinks and personal expenses, Loldia Conservation Fees and Lake Nakuru / Hells Gate Park Fees, Elementaita Park Fees, Eburu Forest Reserve Park Fees, and Crescent Island Park Fees.

Governors Mugie House: Rates include full board accommodation, 3 meals per person per night booked, & all soft drinks, beers, house wines and "non-premium" spirits, laundry, together with applicable VAT thereon, transportation of tourists and standard activities on Mugie Ranch. Transportation of tourists will be in our custom built 4WD vehicles. It includes all air strip transfers and two extended excursions daily into Mugie Ranch and surrounding areas, to local Villages (Manyattas), and to / from the local schools and other community and conservation projects we support and which guests may wish to visit. The amounts invoiced for transportation of tourists are shown separately on each client invoice and the charge for each



service is clearly stated on the invoice. **Rates exclude** Champagnes, selected fine wines, premium spirits and liqueurs, personal expenses, Manyatta entrance fees **and Conservancy Fees**. Rates also exclude premium or non-standard activities such as scenic flights and other similar high cost activities which shall be quoted separately.

Sabyinyo Silverback Lodge: **Rates include** full board accommodation including 3 meals per person per night booked, laundry, room service, drinks (house wines, “non-premium” spirits, beers & soft drinks) and applicable VAT. **Rates exclude** premium drinks (champagnes, liqueurs & premium spirits), personal expenses, transfer costs & vehicle hire, **Gorilla Trekking Fees and Community Bed Night Fees**. There is a supplement for a Suite and the price is indicated in the rates sheet. .

CHILD POLICY: Governors' Camp, Little Governors' Camp and Governors' Private Camp, Loldia House and Governors Mugie House: Child rate on accommodation is available for children under the age of 16 years old. Infants under the age of 3 years are accommodated free of charge. **Governors' II Moran Camp:** Child rate on accommodation is available for children under the age of 16 years old. Children under the age of 8 years are not permitted at Governors' II Moran Camp, although special requests can be made and confirmed at time of booking. **Sabyinyo Silverback Lodge:** Child rate on accommodation is available for children under the age of 16 years old. Infants under the age of 3 years are accommodated free of charge. Please note that Gorilla Trekking is only available for children 15 years of age and over. **Applicable Accommodation rates:** The child rate per child per night is indicated on our tariff sheet. The applicable charge for two adults and one child is the per person sharing adult charge for two pax plus the child rate per night. If the child is sharing with one adult then the applicable charge is one adult charge based on the per person sharing rate for one pax plus the child rate per night. **Mara Park fees for children:** A child park fee rate is available for children who are under 18 years old. Children under the age of 3 years do not pay park fees.

FUEL SURCHARGE: FUEL PRICES IN EAST AFRICA ARE CLOSELY LINKED TO THE INTERNATIONAL PRICE OF CRUDE OIL. IF FUEL PRICES INCREASE SIGNIFICANTLY THEN A FUEL SURCHARGE WILL BE LEVIED TO COVER FOR THIS INCREASE. THIS WILL BE COMMUNICATED TO YOU IN ADVANCE. GENERAL CONDITIONS BELOW APPLY.

HOT AIR BALLOONING IN THE MASAI MARA: This service is provided by Governors Balloon Safaris Ltd. This rate includes transportation of tourists to and from listed “collection” camps a flight and transportation from the landing site. Transportation of tourists will be in our custom built 4WD vehicles, and a flight in a custom built Hot Air Balloon. The rate also includes a freshly cooked bush breakfast with sparkling wine after landing. **Rates exclude** Park Fees and Balloon Landing Fees and mandatory insurance cover. **Terms and Conditions specific to Ballooning:** Please find full terms and conditions for Governors’ Balloon Safaris here- www.governorscamp.com/governors-balloon-safaris-terms-conditions.

WALKING SAFARI IN LEMEK CONSERVANCY ADJACENT TO THE MASAI MARA: This rate includes transportation of tourists in custom built 4WD vehicles to / from a private concession area where walking is undertaken. The rate also includes a freshly cooked bush breakfast with sparkling wine (or evening sun-downer in case of an afternoon walking safari) as well as together with applicable VAT thereon. PLEASE NOTE – WALKS MAY NOT BE AVAILABLE IN GREEN SEASON. PLEASE CHECK AVAILABILITY. **Rates exclude** Park Fees payable to Lemek Conservancy. Please enquire for current rates.

TRANSPORTATION OF TOURISTS IN THEIR OWN VEHICLE (SOLE USE OF VEHICLES): Our policy at Governors’ Camps is to accommodate 4 - 6 clients per vehicle in a standard Landrover / Landcruiser. Larger vehicles are available and may be used for larger groups. Should clients wish to guarantee no other clients are in their vehicle they will have to pay a higher transportation charge. Please ask us if you wish to know the cost. This must be booked in advance and may not be available at certain times of year.