



The following terms and conditions, which are subject to change without notice, apply to the balloon flight offered by and rates issued by Governors Balloon Safaris Ltd (“the Company”). It is a condition of making a reservation with the Company that these terms and conditions are accepted in full. The Company’s operations are governed by Kenyan Aviation Law and the Company’s operations manuals which have been approved by the Kenya Civil Aviation Authority.

NOTE:

If the passenger is under eighteen years of age, then the parent or guardian or adult passenger accompanying that person is deemed to have read and accepted these terms as parent/guardian on behalf of that passenger.

In this contract: “Flight” shall have the meaning of a flight conducted in a Governors’ Hot Air Balloon and shall also include transportation in the Company’s vehicles to and from the balloon as necessary as well as assembly on the launch field pre-flight, the actual Flight in the balloon, landing, breakfast and post-flight services. “Seat” means a reserved and paid for space for a particular passenger on a particular flight. The “Company” means Governors Balloon Safaris Limited. “Warsaw Convention” means the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw, 12th October 1929, or that Convention as amended at The Hague, 28th September 1955, whichever may be applicable;

Kenyan Law: It is a condition of utilizing any of the services offered by the Company 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 that dispute or action shall be heard under Kenyan Law in the Kenyan Courts.

The liability of the Company in respect of carriage of passengers hereunder is subject to the rules and limitations relating to liability established by the Warsaw Convention as applied in Kenya, and by the terms and conditions stated hereunder.

FLIGHT TERMS & CONDITIONS - VALID FROM 6TH APRIL 2020
GOVERNORS BALLOON SAFARIS LTD, PO BOX 48217 – 00100, NAIROBI, KENYA
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Liability

(a) The Company is insured as required by Kenyan law and with limited liability (details of which are available on request) against claims arising from injuries sustained by passengers during the Flight. The Company also takes out evacuation cover insurance currently with AMREF Flying Doctors to cover part of the costs of emergency medical evacuation to Nairobi. It is a condition of flying on our Balloon Safari that each client has AMREF cover.

(b) The Company may employ sub-contractors to undertake some or all of the components of the “flight” and the provisions of clause 3 (a) above and the Conditions shall apply equally to the provision of services by sub- contractors. All travel arrangements and other services provided by any such sub-contractor are also subject to these terms and conditions.

(c) While every reasonable precaution is taken to ensure the safety of passengers and their property, neither the Company nor any of its employees, agents or independent sub-contractors shall be liable beyond any liability imposed under Kenyan law and/or under the terms of the Warsaw Convention for any such personal injury (whether fatal or otherwise) to you or loss of or damage to your property, however caused while in flight with the Company; nor will the Company be held liable for any loss or damage arising through errors or omissions contained in brochures or other publicity material, or for loss caused to you through late bookings, cancellations, delays, sickness, death, failure to take health precautions and comply with immigration, safety or other legal requirements.

(d) The Conditions shall continue to apply notwithstanding any event, act, omission, default, negligence or neglect of the Company, its staff, agents, servants or representatives which may be construed as a fundamental breach of this contract.

Rates

Rates include transportation of clients from approved and agreed “collection” camps in the Masai Mara, hot air balloon flight and fresh cooked bush breakfast with sparkling wine. Transportation of tourists is in our custom built 4WD vehicles and custom hot air balloons. **Rates exclude** Park Fees and Balloon Landing Fees and mandatory insurance cover.

Child rate on the Governors' Balloon Safari is available for children under the age of 16 years old. Children under the age of 8 years are not permitted partake in the Balloon Safari, although special requests can be made and confirmed at time of booking subject to final confirmation by the Pilot on the launch field.

Landing and Park Fees

Landing and park fees are payable by each passenger and may be included in quotes and invoices, if needed, and indicated as a separate item. These may be subject to changes in amount or fee structure, and are out of the control of the Company, and any differences in costs are payable by the passenger before flight.

Payment and cancellation:

All Fares are quoted in United States Dollars (“USD”) and are subject to availability. USD fares may be converted to the Kenya Shilling equivalent using the Bank rate of exchange prevailing at the time of purchase of tickets. Rates are subject to change without notice. Fares quoted are exclusive of taxes.

FIT bookings: Unless otherwise agreed in writing, a non-refundable deposit of 20% of flight costs is payable upon confirmation of a booking and the balance is payable 60 days prior to arrival. By prior written agreement and alternative deposit payment plan may be agreed.

Incentives and other Large Groups: (as a guideline, incentives and large groups are reservations where a booking occupies 10 seats or more on a given flight day): Deposit payment schedules and cancellation terms for these bookings will be agreed on a case by case basis at the time of reservation. As a guideline, a non-refundable 50% deposit is payable upon confirmation of a booking and the balance is payable 60 days prior to arrival as a minimum but for such bookings accommodated in June and the July – October High Season, we may request deposits on a case by case basis in the preceding April / May. Please note that for particularly large groups we may require additional advance payments. Unless otherwise agreed in writing by Governors’ Balloon Safaris Ltd, these deposits are non-refundable but, where agreed in writing, may be held in credit for use against future bookings. Special requirements (menus etc) for these groups will be discussed and agreed in advance on a group-by-group basis.

Cancellation fees are levied when guests cancel confirmed reservations. The costs of the cancellation fees will escalate the closer the guest cancels to their confirmed departure date.

FIT Cancellation Fees:	Over 90 days	Deposit held in credit for use against a future booking
	90 - 60 days	20%
	60 - 31 days	50%
	30 days – arrival	100%
Group Cancellation Fees:	Over 120 days	Deposit is non-refundable
	Between 120 days & 60 days	50%
	Within 60 days	100%

At its sole discretion the Company may impose a requirement for a minimum number of passengers to be booked before operating a particular flight. Where a flight is cancelled due to minimum numbers not being reached, passengers will be rescheduled to another available flight, or a refund will be provided.

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.

Conditions of Carriage

During Check-In all passengers may be required to prove their identity by passport or other identity document containing a photograph. Seats issued for carriage on flights operated by the Company are strictly applicable to the carriage of the ticketed person and are not transferable to another person unless, in exceptional circumstances, the senior management of the Company, have so agreed in writing or by email.

It is mandatory for passengers to sign an indemnity form before flight, and the pilot reserves the right to refuse carriage to any passenger who does not.

All flights operated by the Company are non-smoking flights.

The Company reserves the right to deny carriage to any person or offload him/her at any airport/airstrip if in their sole discretion it is considered that:

- Carrying the passenger might endanger the safety of the aircraft, crew or other passengers.
- The passenger is drunk or under the influence of alcohol or drugs
- The passenger's mental or physical state is a danger or risk to the aircraft, crew or other passengers.
- The passenger has refused to comply with a personal or baggage security check
- The passenger has refused to comply with instructions related to safety or security from the crew or other authorized persons
- The passenger has used threatening or abusive words or gestures to any Musiara Ltd employee or other authorized person

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- The passenger has made any threat related to the safety of the aircraft.

No agent, servant or representative of the Company, has the authority to alter, modify or waive any of these Conditions of Carriage.

Fitness

Passengers acknowledge that they are aware that Flights can sometimes be physically demanding and that they have been made aware of the minimum physical requirements at the pre-Flight briefing which include the ability to climb into and out of the basket unaided and they have judged themselves sufficiently fit to undertake the Flight. It is not recommended to fly if there is any chance a passenger could be pregnant, if a passenger has recently undergone surgery or if a passenger suffers from severe neck or back problems. Passengers accept that it is their responsibility to notify the Company or Pilot of any medical condition they may have that might cause them or any other person to be at increased risk of injury during the flight and to notify the Company and pilot about these prior to flight so that they may assess the suitability for flight.

Age Limits

Whilst there is no upper age limit for ballooning a degree of fitness and agility is required as detailed in Fitness clause above. Children must be a minimum of 8 years of age and a minimum of 1.2 meters tall, but all children, or younger or shorter children are only flown at the pilot's discretion. All passengers under the age of 18 years must be accompanied by a responsible adult during the Flight. Children are flown at the sole discretion of the pilot.

Weight of passengers

Passengers who together with their hand luggage and equipment weigh over 120Kgs must notify the company at least 48 hours in advance of the flight and may be required to purchase a second ticket.

Personal Belongings

The Company shall not be held liable for damage to any items brought on board during a flight. The passenger agrees to the authority of the pilot in allowing certain items on board during the flight.

Authority of the Pilot:

Passengers will accept the authority and decisions of the Pilot at all times before, during and immediately after the Flight and the Company reserves the right to cancel the Flight or terminate it at any time a passenger does not comply with this requirement. The Pilot has the right to refuse carriage to any passenger who he/she deems not to be sufficiently fit or who could be a danger to themselves, the balloon or other passengers or crew. Passengers under the influence of alcohol or drugs will be refused carriage.

Duration of the Flight and what you will see:

Pilots will endeavor to fly for approximately one hour. However if it is necessary to land earlier, the Passenger acknowledges he or she will not be entitled to a refund unless the Flight is less than thirty minutes in which case half the cost of the Flight will be refunded. (N.B. If you have booked your Flight through a third party then you must apply to that third party for any monies to be refunded). The Company will not in any way be held responsible for the variety and /or number of game animals viewed during the Flight. No assurance is given as to the number of variety of wild animals viewed or the weather conditions or visibility during the Flight.

Flight Delays

Departure time is at sunrise, which varies between 6:15am and 6:45am. The check-in time for all passengers is approx 30 minutes before departure to allow time for safety briefing. Passengers who are late resulting in missing the safety briefing will be denied carriage. The Company has no responsibility for direct or indirect costs resulting from passengers missing a flight due to non-compliance, for whatever reason, with the above guideline check-in times.

Insurance

It is a condition of using the rates and services offered by the Company that all clients (including individuals, companies and other legal entities) have in place adequate insurance cover against all risks associated with travel in Africa and it is a requirement of using the services offered by the Company 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 or home. A visit to Africa and particularly a safari entails an element of risk and neither the Company nor its officer or 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 company or third parties contracted by the Company.

It is the responsibility of every client (including individuals, companies and other legal entities) to assess their own insurance requirements and to organize 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 organize appropriate insurance then neither the Company nor its officers or employees or any third party contracted by the Company shall be liable in any way for any loss or damages expenses or costs arising from any incident.

AMREF Flying Doctors Cover is organised and purchased for each passenger by the Company. This is a compulsory requirement by the Company.

Changes to Rates

The Company shall endeavor to maintain these rates and advise clients as soon as possible of any increases. 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.

Seasons

The start date and end dates of the various seasons are shown on the face of the rate sheet. Clients are requested to check these carefully.

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