

GOVERNORS CAMP COLLECTION KENYA & RWANDA
TERMS & CONDITIONS – VALID WITH EFFECT FROM 24TH JUNE 2020

The following terms & conditions which are subject to change without notice apply to the Services offered by and Rates issued by Musiara Ltd and or Governors Camp Rwanda Ltd (“the Companies”). It is a condition of making a reservation with the Companies that these terms and conditions are accepted in full and non-adherence to our terms & conditions may lead to withdrawal of contract rates and release of bookings.

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.

Travel advice: We strongly recommend that you review any travel advice that may have been issued by the Government of the country in which you reside or of which you are a citizen in respect of travel to Kenya and or Rwanda.

Seasons: The start and end dates of the various seasons are shown on the face of the rate sheet. Clients are requested to check these carefully, as seasons in Kenya and Rwanda are not identical.

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’ II 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.

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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' Il 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' Il 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](http://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.

INTERNAL FLIGHTS IN KENYA:

The Governors’ Camp Collection operates its own fleet of 14 seat Cessna Grand Caravan aircraft. We offer daily flights between Nairobi Wilson airport and our properties at Loldia, Mugie Conservancy in, Laikipia and Masai Mara, and charter flights throughout the region.

- Please contact us for assistance with reservations if necessary.
- Scheduled service flights are available between Nairobi, Loldia, Mugie Conservancy, some other destinations in Laikipia and the Masai Mara and between other destinations in Kenya. Rates and times are available on request.
- **Terms and conditions for flights are contained in a separate document called “Flight Terms and Conditions” which can be found here <https://www.governorsaviation.com/Terms-and-Conditions/Termsandconditions>. Clients should refer to that document for detailed terms and conditions relating to flights**

ROAD TRANSFERS

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- Please contact us for assistance if necessary. Rates are available upon request.

FLYING DOCTOR COVER

- We require all clients to have AMREF Flying Doctor emergency medical evacuation insurance cover for the duration of their stay with us in Kenya In Rwanda, Akagera Aviation Medical Evacuation Cover is compulsory for all visitors to the country. Failure by agents to provide AMREF emergency evacuation cover for their clients 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

SPECIAL INTEREST GROUPS

- The Governors' Camp Collection is able to host many types of special interest groups. We can include in your group specialists in areas as diverse as Anthropology, Art, Astronomy, Botany, Conservation, Ecology, Fishing, Music, Ornithology, Photography, Wildlife Film and Zoology. Please contact us with your requirements.

WEDDINGS, INCENTIVES, BIRTHDAYS AND OTHER SPECIAL OCCASIONS / LARGE GROUPS

- Governors' Camp has a long history of successfully catering for weddings, incentives, birthdays, anniversaries and other special occasions. We have a specialist team on hand to assist you with organising these events. Please contact us for assistance.

Wedding arrangements in Kenya	Price as per principal extras listing
All seasons Governors' Camp Wedding Package	
Following services are included: - Organisation of necessary papers in Kenya - Official registration as well as transport of marriage registrars - Organisation of wedding ceremony with set up of tent by the river - Private wedding lunch with wine for up to 6 guests - Professional bouquet for the bride and decoration for wedding ceremony - Wedding cake for up to 6 pax and a bottle of sparkling wine - Private candlelit dinner on the veranda of the bride and grooms tent - Surprise bush breakfast during their stay in camp - Small wedding present	The following documents will be required prior to the wedding: - Copy of passport of bride and groom - Copy of birth certificate of bride and groom - Affidavit signed by an advocate confirming that bride and groom are single, divorced or widowed and that there is no impediment to their marriage - if divorced: decree absolute - if widowed: death certificate of former spouse and previous marriage certificate - letter stating full names, address, occupation of couple and parents of both The following rules have to be considered when planning a wedding in Kenya:

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	<ul style="list-style-type: none"> - Wedding couple must spend at least 2 working days in Nairobi before the wedding - Wedding can only take place after a 4 day stay in Kenya - Original of passport and birth certificate is needed in Kenya
Professional photographer during the wedding: price, including flights etc upon application.	Video coverage during the wedding: We can provide a cameraman. If requested we shall provide a quotation that includes return flights, accommodation, filming and editing.
Senior staff at Governors' Camp are happy to assist with photography at no charge	Music: We can offer this service at no extra cost for the use of a CD/Tape player. The clients should bring the music of their choice.

Please note, we cannot guarantee that Government and institutions in a client's country of residence will always recognise a Kenyan Marriage Certificate. We recommend very strongly that clients take the precaution of organising a civil marriage in a Registry Office or equivalent before departure from their home or upon return from Kenya in order to avoid any issues over the legality of a Kenyan Marriage Certificate in future. Neither the Companies nor their officers or employees can be held liable for issues that may arise in the event this recommendation is not followed.

INSURANCE: It is a condition of using the rates and services offered by the Companies 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 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 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.

Rates

Green Season Rates may not be applicable to incentives or other large groups with special requirements. These will be quoted on a case by case basis. Official rates apply unless Governors' Camp has confirmed in writing any special or discounted rates **prior to the arrival** of the relevant clients.

Cancellation conditions for all services: 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. Our penalties escalate from forfeiting the deposit to payment in full as follows:

KENYA & RWANDA FIT: From confirmation to 60 days - the non-refundable deposit is forfeited.

60 - 31 days	50%	of the cost is forfeited. Any balance will be held in credit for use against a future booking by the company.
30 days – arrival	100%	of the cost is forfeited.

KENYA & RWANDA Groups: Over 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 in writing on a case-by-case basis.

future	Between 120 days and 90 days	50%	of the cost is forfeited. Any balance will be held in credit for use against a future booking by the company.
	90 days - arrival	100%	of the cost is forfeited.

Any amounts paid and / or forfeit under the policies above will be held in credit for use against future bookings once cancellation fees have been applied.

Please note, these are the minimum cancellation terms for groups in Kenya / Rwanda. Precise payment / cancellation terms for individual groups will be agreed in writing in advance and will supersede the payment / cancellation terms in this document.

If any room or portion of a reservation is re-sold then no cancellation fee will be charged for accommodation re-sold and a credit of the relevant amount will be applied to the account of the client in question.

FORCE MAJEURE

- “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).
- 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.
- 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.
- 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

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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.

KENYA: Payment Terms (FIT bookings): Unless otherwise agreed in writing, a non-refundable deposit of 20% of flight costs and 20% of accommodation and other services 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.

KENYA: Payment Terms and cancellation schedules (Incentives and other Large Groups): (as a guideline, incentives and large groups are reservations where the cost exceeds US\$10,000): **Deposit payment schedules and cancellation terms for these bookings (regardless of when they are accommodated) 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 Musiara Ltd / Governors' Balloon Safaris Ltd / Governors' Camp Rwanda Ltd, these deposits are **non-refundable**. Special requirements (menus etc) for these groups will be discussed and agreed in advance on a group-by-group basis.

RWANDA: Payment terms (FIT bookings): Unless otherwise agreed in writing, a non-refundable deposit of 100% of gorilla trekking and other permits is required upon confirmation, along with a non-refundable 20% of the accommodation charge. The balance of any amount due must be paid at least 4 months prior to arrival. By prior written agreement an alternative deposit payment plan may be agreed

RWANDA: Payment terms and cancellation schedules (Incentives & other Large Groups): as a guideline, incentives and large groups are reservations where the cost of accommodation exceeds US\$15,000. A non-refundable deposit of 100% of gorilla trekking and other permits is required upon confirmation, along with non-refundable 50% of the accommodation charge. The balance of any amount due must be paid at least 4 months prior to arrival. We reserve the right to require a different deposit and payment plan in particular cases.

RWANDA: SPECIAL CONDITIONS: Because gorilla trekking permits are difficult to obtain at certain times of year, a cancellation of accommodation could mean a significant loss of revenue for Governors Camp Rwanda Ltd simply because the trekking permits clients who want to book available accommodation might require are not available. Therefore, in the event of any cancellation, Governors Camp Rwanda Ltd / Governors Safaris Rwanda Ltd reserve the right at their discretion to buy the permits from the client cancelling the accommodation at face value less any cost of transferring them to

another client. In the event that the client cancelling refuses to sell the permits to Governors Camp Rwanda Ltd / Governors Safaris Rwanda Ltd then we reserve the right to charge 100% cancellation fees on the accommodation cost.

EXCLUSIVE USE: In general, when a property is booked on an exclusive use basis then a minimum of $\frac{2}{3}$ of the rooms must be booked and paid for on a double occupancy basis. A maximum of $\frac{1}{3}$ can be booked on a single occupancy basis. The final cost payable will be based on the actual occupancy but subject to the minimum $\frac{2}{3}$ of rooms paid at double occupancy rates. This is agreed on a case by case basis.

PROVISIONAL BOOKINGS: All bookings for which deposits are due and unpaid shall be held as provisional bookings. Where a booking is held on a provisional basis and the Companies receive a request from another client for services held under provisional bookings the client holding the provisional booking shall be given 72 hours' notice to pay the requisite deposit required to confirm that booking and if at the expiry of that 72 hour period the deposit remains unpaid then that provisional booking shall be deemed to be cancelled released and may be resold to any party selected by the companies.

Singles: One adult plus one child sharing a room will be invoiced at one adult sharing plus one child. Large reservations whereby the accommodation comprises mainly of singles may be subject to double occupancy charges at certain times of the year. Therefore, when quoting for groups with large numbers of single tents kindly confirm with us prior to quoting to your clients.

Tour Leader: Bona fide tour leaders and guides are charged as indicated in our rates. However, for those tour leaders/guides accompanying groups IN KENYA of 15 or more full paying clients, we allow one bona fide tour leader/guide complimentary in tour guide accommodation per every 15 full paying pax in the group. The number of tour leaders/guides in such large groups must be indicated at the time of booking for them to qualify for this complimentary accommodation. PLEASE NOTE, HOWEVER, that we will invoice the client for statutory VAT charges payable by on these complimentary Tour Leaders. Tour leaders / guides will be accommodated in guide accommodation but may be offered guest tents at the discretion of Musiara Ltd if such tents are available. In Rwanda tour leaders are charged as per contract and accommodated only on a space available basis in guide accommodation.

Water - We provide guests purified water from our Reverse Osmosis plants to our guests together with a sterile personal container. This water together with applicable VAT thereon is included in the rate. Bottled water is available at an additional charge from the Bar.

We will endeavour 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. Any booking where a deposit has been agreed and paid will not be subject to any such an increase in rates. All vouchers issued and bookings made by you shall be subject to the terms and conditions contained in this document (or amendments that we may communicate to you in writing) unless otherwise agreed in writing in advance by BOTH parties.