

## GENERAL TERMS AND CONDITIONS

The following Terms and Conditions make up the Contract between **JOYINA SAFARIS** Tour Operator and **the TRAVELER**, and apply to any Tourism Package sold by JOYINA SAFARIS.

1) The Travel Contract of a tourism package is composed of:

- Terms and Conditions
- The Confirmation of the services booked by the Traveler.
- Payment
- Terms for Changes or Cancellation Prior to Departure.
- Travelers' Obligations

The confirmation of any service implies that the Traveler/s (defined as any participant listed in the reservation) have read and accepted the terms and conditions written below as well as the Travel Contract and any advice contained either in the program and the sales proposal.

2) Administrative Regulations Sellers must share, prior to the signing of the contract with the traveler, the following:

- Third Party Liability, Travelers Obligations, Payments and Cancellation Policy details

3) **Definitions shall apply:**

a) **Traveler:** any person who is seeking to undersign a contract, or is entitled to travel on the basis of the stipulation of a Tourism Package contract or associated travel arrangements contract; For any communication the address and contacts of the Traveler are the ones in the contract.

b) **Trader:** any natural person or any legal person, irrespective of whether privately or publicly owned, who is acting, including through any other person acting in his name or on his behalf, for purposes relating to his trade, business, craft or profession in relation to contracts covered by and complying with the current legislation, whether acting in the

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capacity of Organizer, Seller, trader facilitating an associated travel arrangement or as a travel service provider;

c) **Organizer** - Seller: hereby referred as a Trader Or JOYINA SAFARIS who combines and sells or offers for sale packages, either directly or through another trader or together with another trader, or the trader who transmits the Traveler's data to another trader

d) **Unavoidable and extraordinary circumstances:** a situation beyond the control of the party who invokes such a situation and the consequences of which could not have been avoided even if all reasonable measures had been taken;

e) **Lack of Conformity:** a failure to perform or improper performance of the travel services included in a package;

f) **Minor:** a person below the age of 18 years;

g) **Repatriation:** the Traveler's return to the place of departure or to another place the contracting parties agree upon.

h) **"Tourism Package" means a combination of at least two:-** Different types of the travel services listed below, which are created for the purpose of the same trip or holiday:

- Booking or provision of transportation;
- Booking or provision of temporary accommodation;
- Booking or provision of any other tourist services.

## 1. Information Form

Before the Traveler is bound by any package travel contract or any corresponding offer, the Organizer or Seller will provide the Traveler with the following standard information as/if it applies to the undersigned tourism package:

**Sales Proposal-** Reservations Once the tourism package has been agreed upon, the Organizer may increase the price only if clearly Communicated. Any special requests (such as dietary requirements and special assistance requirements) must be communicated

## 2. Reservation & Payment

Booking is confirmed once you make your payment. A booking is confirmed and these Terms and Conditions shall apply when Joyina safaris Africa have received the applicable payment from the client and the client has received written confirmation for such booking. Payment can be made by using any of these methods:

1. With an (international) bank transfer or International Money Transfer / payment link. The height of the banking fees differs per country. Our banking details for a bank transfer payment link are mentioned on the invoice you will receive after making a booking.

**Pre-book:** July- October is amongst the busiest times for Kenya Wildlife safaris, to avoid any hassle pre plan your itinerary and pre-book and pay in advance so you do not miss on any booking you planned.

**Transportation:** 4WD safari van/ 4WD jeep will be provided as per the inclusive on your itinerary. The right is reserved to the service of an English-speaking **guide**.

**Accommodation:** Based on single occupation, Double/twin room, triple room Hotels, Lodges and tented camps are named as indication of category and rooms may be reserved at similar Hotels, Lodges or tented camps depending on availability at the time of booking.

**3. Terms for Changes or Cancellation Prior to Departure.** The Tourism Contract, the Organizer (JOYINA SAFARIS) is entitled to alter the package conditions ONLY if this does not affect the price, this right of alteration is clearly communicated prior to travel and only if the change is significant. Any changes must be communicated to the Traveler in a clear and comprehensible manner on a durable medium. Therefore, the Traveler may within a reasonable period specified by the Organizer (JOYINA SAFARIS) :

a) **Accept the proposed change;** or terminate the contract without paying a cancellation fee If the Traveler terminates the package travel contract, the Traveler may accept a substitute package where this is offered by the Organizer (JOYINA SAFARIS), if possible, of an equivalent or a higher quality.

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b) The Organizer may terminate the package travel contract and provide the Traveler with a full refund of any payments made for the package, but shall not be liable for additional compensation, if:

- The number of persons enrolled for the package is smaller than the minimum number **stated in the Contract** and the Organizer notifies the Traveler of the termination of the contract within the period fixed in the contract, but not later than 7 days before the start of the package in the case of trips lasting more than six days; If individuals cancel less than 30 days prior to tour they will forfeit tour fees.

No of days Percentage forfeited of tour price

- More than 40 days 10% of the tour price
- 21-39 days 30% of the tour price
- 20-14 days 50% of the tour price
- 0-13 days 100% of the tour price

**Please Note: -**

a) The Traveler **will not be entitled to any refund** if the services booked are refused by suppliers due to Missing of valid personal identity documents/Visas, or other reasons.

b) Transfer of the Travel Package to Another Traveler

The Traveler may, after giving the Organizer reasonable notice in writing before the start of the package, transfer the package travel contract to a person who satisfies all the conditions applicable to that contract (i.e. visa, passport, health certificates, insurances etc).

Notice must be given at the latest seven days (7 DAYS) before the start of the package.

Traveler is herewith informed that any substitution is subject to the possibility of the Organizer or its suppliers to provide the same services or any other services as a consequence of the substitution.

## 4. Travelers' Obligations

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- a) Traveler will be responsible for health and safety requirements and documentation required for foreign travel.
- b) For travel for minors, Minors must have a document valid for foreign travel (so a passport), or for EU countries, a national ID valid for travel abroad.
- c) Before booking any services and before the departure it is the Travelers' duty to check On health/social/political safety of the destination and to ensure s/he is aware of all recommended and required health precautions in good time before departure, with the authorities.
- d) Traveler must communicate their nationality at the time of booking. It's is the Traveler's Responsibility to ensure s/He is in possession of all necessary valid travel and health documents (such as Passport, visas, vaccination or health certificates, personal insurances, etc.). Travelers must also ascertain the Health/Social/Political aspect of the destination before departure.
- e) The Traveler must observe the administrative and legislative provisions of the Destination, as well as any information provided by the Organizer and regulations regarding the tourism package. Also, the Traveler is held to strictly follow ordinary safety and diligence rules.
- f) The Organizer will not be responsible for any consequences or services not rendered, resulting from missing or invalid personal documents, The Traveler is responsible for any damages caused by himself/ Herself.
- g) In case of disabilities the Traveler shall ensure with the Organizer that the travel and services are suitable for his/her personal requirements before booking any services. h) Where a special request (e.g. diet, room location or type, hotel type etc) is an important factor in the Traveler's choice of holiday, this must be communicated to the Organizer at the time of booking. The provision of any special request does not constitute a term of

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contract with the Organizer, unless expressly reconfirmed by the Organizer and included in the contract.

i) It is the Traveler's responsibility to look after his/her property at all times.

j) The Traveler must promptly inform the Organizer or the Seller of any aspect of the contract or services within which are unfulfilled, which may affect the correct enjoyment of the services booked, e.g This may also include promptly alerting the Organizer if Travelers deem bicycles to not be in perfect working condition.

k) The Organizer is responsible for executing all tourist services listed in the tourism contract, regardless of whether they are directly provided, or provided by third party suppliers, We the undersigned agree to the terms and conditions as stated above.

ORGANIZER

CLIENT

Name JOYINA SAFARIS AFRICA

Name in Full.....

Signed.....

Signed: .....

Date.....

Date: .....

Tel: .....

Tel: .....

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