

Terms and Conditions

Naksha Travels Limited purchases its Air tickets, Hotel Bookings & accommodations, Travel Insurance, Group & Conferences, restaurant services and other services from various independent suppliers that are not subject to Naksha Travels' control. All such persons and entities are independent contractors. However, we ensure that the suppliers we contract have the licenses and documents required under the laws of the land, and possess the required Health & Safety Certificates.

We will ensure smooth operation of the travels and safaris but are not liable for delays in departure or interruption of tour arrangements caused by, but not limited to, acts of God, strikes, or any other causes beyond our control.

Naksha Travels will make every effort to operate as planned, but alterations may occur after the final itinerary has been issued. Accommodation and arranged sightseeing activities are subject to change due to unforeseen circumstances or circumstances beyond Naksha Travels' control.

Naksha Travels Limited reserves the right to decline to accept or retain any person as a passenger should such person's health, mental condition, physical infirmity or general deportment impede the operation of the trip or the rights or welfare or enjoyment of other passengers, at his/her own expense. Participants who are disruptive or endanger the group or the travel experience, or break local laws may be removed from the tour with no refund due and at their own expense.

Reservations

Reservations are required to be made in writing and with as much notice as possible.

Cancellations

Any Cancellation must be made in writing and will become effective on the date of receipt at the offices of Naksha Travels Limited.

Cancellation & Amendments by passenger/s penalties

Our cancellation policy on Tour Packages as outlined below and is based on the full price of the tour:

- Between confirmation and 45 days - 15% non-refundable
- Between 44 days and 30 days - 25% non-refundable
- Between 29 days and 16 days - 75% non-refundable
- Between 15 days to no show - 100% non-refundable

Naksha Travels Limited will advise if specific hotels have an alternative cancellation policy and shall not be liable for damages of whatsoever nature, arising from any alterations or cancellations. Naksha Travels shall at all times exercise its absolute discretion in regard to cancellation / refunds, including where passengers do not remain with the pre-booked holiday throughout its duration. Naksha Travels uses many suppliers, each with their own amendment / cancellation charges. If the policy varies from the above stated policy, the same will be communicated at the time of booking.

Cancellations and amendments are therefore subject to our supplier's conditions and on the understanding that the passengers shall be liable for all additional costs arising from cancellations and amendments.

Naksha Travels reserves the right to claim a cancellation fee of up to 100% of the total package price, should the hotel claim the same.

Cancellation by Naksha Travels Limited

Passengers should at all times be covered by cancellation insurance, in the case of force majeure. Force majeure includes (but is not limited to) war, threat of war, riot, civil disobedience or strife, industrial dispute, terrorist activity, acts of God, natural or nuclear disaster, fire, adverse weather conditions, level of water, technical or maintenance problems with transport providers, closure of airports or any unforeseeable or unavoidable event beyond our control.

Airlines Cancellation & Refunds: Cancellations of airline tickets are subject to rules of the airline. Details of the airline tickets' cancellation policy should be obtained by the passenger in writing prior to confirmation.

A handling fee of **US\$50** will be levied above and beyond all charges by the airline.

Tour Price

Prices are based on current rates of exchange and are subject to variation if there are increases due to Government action, Value Added Tax, changes in exchange rates, increases in transportation costs or fuel prices, airfares or hotel rates.

All prices are quoted in United States of America Dollars, unless otherwise stated. Payment is accepted at the rate of exchange at the time of receipt of payment and as indicated on the invoice. Bank charges are for the account of the remitter.

No adjustments to the tour price will be made or considered once full prepayment for the tour or any service has been received by The Company.

Refunds & unused services

No claim for any refund of any description shall be considered by Naksha Travels, nor will any liability attach to Naksha Travels, if for any reason, specific tour arrangements, accommodation, excursions or meals are unavailable or denied to passengers during the tour.

Naksha Travels shall, however, endeavor at all times to comply with our pre-determined itinerary, but cannot be held responsible for any reason should this not be possible, it being noted that it may be in the interest or for the welfare of passengers that alterations are made for their safety and any additional and / or unavoidable expenses shall become their financial responsibility.

No refunds will be made for no shows, or any unused services.

Insurance

It is the responsibility of the passenger(s) to effect full and comprehensive insurance cover for personal baggage / effects, foreign and local currency, travelers cheques, medical expenses, personal accident and cancellation / curtailment.

We recommend that passenger(s) take out sufficient travel insurance, in particular medical and cancellation. If this is not available in the passenger(s) country of origin, it can be purchased from Naksha Travels before arrival in Kenya.

Luggage and Personal Effects

These are conveyed entirely at owner's risk. Passengers should note that they are limited to one standard suitcase not weighing more than 20 kg, plus one small piece of hand luggage. When travelling on certain charter/domestic flights, baggage is limited to one soft bag weighing not more than 15 kg inclusive of hand luggage.

Naksha Travels Limited accepts no responsibility for loss or damage to luggage or personal property from whatsoever causes arising. Passengers are advised to effect adequate insurance.

Visas, Health Requirements, Passports & Travel Documents

It is the passengers' responsibility to ensure they possess the correct vaccination certificates, driver's licenses and insurance policies.

The countries of Eastern Africa have specific entry regulations and requirements and many recommend health precautions. It is the responsibility of all passengers / agents to ensure that their above-mentioned travel documents are in order and fully valid.

Passports need to be valid for 6 months after departure from Kenya.

Passengers are recommended to approach their local consulate office(s) for general advice on travel documents. Immigration requirements are the responsibility of the individual passenger.

We recommend passengers / agents consult (before departure) their doctor or travel clinic for advice regarding inoculations and health precautions.

General Responsibility and Indemnities

Naksha Travels Limited acts at all times in the capacity of agent for its passengers in all respects, and as such shall not be responsible in any way for damage, delay or loss of any kind whatsoever, it being noted that the tour is arranged subject to the conditions laid down. We undertake to provide all services offered subject to the terms and conditions set out herein.

Naksha Travels Limited and its employees shall not be responsible for, and shall at all times be exempt from, any liability for accident, delay, injury or loss to any passenger including negligence by Naksha Travels or its employees, whether arising from accidents, breakdowns or any other cause.

The itinerary shall at all times be subject to alteration, amendment or cancellation without prior notice or warning for any cause and particularly, but without prejudice to the generality of the aforementioned.

It shall furthermore be noted that in the event of such alterations, amendments or cancellation, whether or not imposed by the principals, no liability of any kind shall attach to Naksha Travels for such alterations, amendments or cancellations.

Naksha Travels shall at all times and in its sole discretion and without in any way incurring liability, cancel, amend or terminate passenger(s) tour reservation(s), without being obliged to furnish any reason therefore, particularly in the event of illness, lack of general compatibility to the group, and such passenger(s) shall under such circumstances forfeit all right of refund of the tour price.

Naksha Travels Limited operates tours as per the itinerary, weather and other conditions allowing. Naksha Travels does not accept responsibility for acts of omission of a third party supplying services. Naksha Travels is not responsible for any damages sustained by any passenger as a result of any act of omission whatsoever by any hotel, airline or other person. Naksha Travels acts at all times as an agent of such service providers.

Wild Animals

Passengers need to be aware that Safaris frequently visit areas with wild animals. Neither Naksha Travels nor its employees, nor our agents can be held responsible in any way whatsoever for any injury or incident while on safari.

Payment & Confirmation: Written confirmations will be sent to passengers (Directly or through their booking agents). Original documentation will be handed to passengers on arrival.

Transportation

Air, rail, road and other departure times are supplied by the Carriers. They are at all times subject to traffic control restrictions and weather conditions. Naksha Travels is not responsible for any

delays or inconvenience which may arise. Transportation in air- conditioned vehicles must be requested in writing. No guarantees are made to offer the same.

Financial Security

Naksha Travels is a member of, and in good standing with **KATA (Kenya Association of Travel agents), IATA (International Air Transport Association) and TRA (Tourism Regulatory Authority of Kenya)** among other membership associated with Tours and Travel services.

Guides

Naksha Travels Limited uses only registered guides and specialist guides. Naksha Travels endeavors at all times to employ specific language guides as requested and when available.

The Contract between the Parties

The laws of the Republic of Kenya shall govern the relationship between Naksha Travels and the Operator / Travel Agent / passenger and the Courts of Nairobi of the Republic of Kenya, shall have sole jurisdiction, in respect of any claims and / or disputes of whatsoever nature, which may arise between Naksha Travels and the Agent and / or passenger. Contracts between the parties, as well as any subsequent variations thereto, shall be in writing.