



Trading Terms & Conditions

These Terms and Conditions will be considered fully accepted upon confirmation of booking & payment for a stay at Elephant Gorge Camp.

The bookings process

Cancellations, postponements of any booking must be communicated in writing 30 days prior to dates of travel. Rescheduling of any booking are subject to room availability. In cases of any amendment that was effected after postponements, African Acacia has a right to apply cancellation fees. For any third-party booking, logistics are subject to their own terms and conditions and African Acacia accepts no liability on their behalf. Clients are advised to check constantly with airline on any changes imposed by their countries of origin to Kenya. African Acacia will review a case by case basis on cancellations / postponements.

Last Minute bookings

Confirmation is upon receipt of payments in full before admission and has to be confirmed and communicated as soon as possible for logistics purposes. Provisional bookings can be extended upon request.

Booking Confirmation

Please ensure the booking voucher contains all the important information. A booking will only be confirmed upon receipt of a voucher from the tour operator. Please provide all necessary details:

- Arrival and departure details
- Number of Pax, rooming list and configuration
- Name of Clients and nationality
- Special requirements - Dietary as well as if any special health conditions

Once you send us these details with the instruction to proceed with the booking, the booking becomes a binding contract between the company and the party leader. The party leader therefore becomes liable to make all payments for all clients on the trip and any cancellation or amendment fees that may subsequently arise.



Price guarantee

Once you have made your booking, we guarantee to honor the prices for each individual item shown on your quotation, with the following exceptions:

a) Estimated price rises: Where we are making a booking for a period of time that we do not yet have prices from the supplier, we shall give the party leader an estimated price rise. Such price rises will be reconciled usually by the time final payment becomes due and the group leader is obliged to cover such increases to a maximum of twice the estimated increase.

b) Regulatory fees and taxes: In the case of any sudden changes in cost items such as park fees and taxes, the group leader shall be responsible for paying any additional charges of this nature.

c) Fuel surcharges: Similarly, in the case of sudden changes in fuel costs, which we need to pass on to our customers, the group leader shall be responsible for paying any additional charges of this nature.

d) Major errors: In the event of a major error having occurred in our quotation whereby we have significantly undercharged for a trip, we reserve the right to withdraw our offer and fully refund the party leader all the monies paid to us in that regard.

e) Exchange rate fluctuations: Very rarely our suppliers feel the pinch from a large movement in the international currency exchange rates and need to add an exchange rate surcharge to their invoices to us. In such a case, the group leader shall be responsible for paying any additional charges of this nature.

f) Rates: African Acacia reserves the right to review published rates in the event of currency exchange rate fluctuations, increases in park fees or any other government controlled, levies or taxes that are beyond our control

Check-In and Check-out

Our standard check in timings are from 11:00AM and we normally request clients to check-out by 10:00AM. For late departures, always confirm for availability. Extension charges of up to 50% may apply.

Timing and method of payment

At the point of making a booking you shall be availed the following method of payment.

Booking Period Deposit Payment Policy

Payment may be made via electronic bank/funds transfer or Mpesa into the African Acacia Limited's bank account, the details of which will be provided during booking confirmation.



E L E P H A N T G O R G E C A M P
A M B O S E L I

Payment can also be made using any combination or multiples of the above methods. We are agreeable to having separate payment options for the different individuals within a trip and accept different methods of payment from each; however, the relevant information should always be communicated in advance by the group leader, who remains financially responsible for the whole trip. Please note we do not have credit card payment facilities at the camp. Only cash or Mpesa will be accepted.

Currencies

Most of our quotations shall be in US\$ for Nonresident However, some quotations may be priced in other currencies such as Kenyan Shillings.

Modes of Payments:

- A. Direct bank deposits or payments by cheque are acceptable at our account. Cheques are payable to African Acacia Ltd

Bank - MORiental Bank Ltd

Account Name: MORIENTAL BANK LTD

Branch - WESTLANDS

Bank Code: 014

Branch Code: 007

Swift Code: MORBKENA

KES Account number: 1007044000771

USD\$ Account Number: / 1007051000772

- B. Mpesa Transactions (Only applicable in KES)

Paybill No: 986500

Enter Account no: 1007044000771

Special Requests

Our paperwork permits certain special requests to be entered into the contract, such as special diets. If a request is made which does not form part of our paperwork then it shall not be deemed to form part of the contract, regardless of what other communication may have passed outside of the trip documentation.

Client privacy policy

Africa Acacia Limited shall take all reasonable steps to protect the personal information of users.

Responsibility

Africa Acacia Limited shall take responsibility for all aspects relating to



the transaction provision of services sold on this website, customer service, support and dispute resolution as well as delivery of the service.

This website is governed by the laws of Kenya and African Acacia Limited chooses it as its official address for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature.

Payment and paperwork

Once a trip has successfully been booked you will receive an invoice and payment is required to be done within fourteen (14) calendar days thereof to secure the booking. Refer to table under section 3.3 as regards payments and cancellation policy.

Clients should only make any and all payments against the invoices raised by African Acacia Limited in respect to the bookings made.

Alterations by you to your booking: Should you wish to make a change to your booking, African Acacia Limited will make every effort to adjust however, this will be determined by the availability calendar. If the changes involve the actual cancellation of any element of the booking, standard cancellation charges will apply.

Cancellation by you: Should you wish to cancel your trip in whole or in part, notice may be given in writing and must be acknowledged by African Acacia Limited. Do note that the cancellation policy shall apply to all cancellations.

Booking Cancellation Policy

1. Between 60 and 36 days: 20% will be charged
2. Between 35 and 20 days: 50% will be charged
3. Between 30 and 22 days: 70% will be charged
4. Between 19 and no show: 100% of the total cost is charged

Notes: Final Payment / Last Cancellation date days prior to start of trip

African Acacia Limited shall however have the sole discretion to determine on a case by case basis, the reason for cancellation to determine if reason is credible, to refund the payment or amend should the client be willing.

Note that certain third-party payments such as park fees, or conservancy fees tickets are 100% non-refundable. Depending on the reason for cancellation, you may be able to reclaim these cancellation charges under the terms of your insurance policy. Claims must be made directly to the insurance company concerned.



E L E P H A N T G O R G E C A M P
A M B O S E L I

Changes and cancellations by us

Occasionally we may experience disappointments from a supplier, or more commonly, the inability of a supplier to deliver an agreed service due to e.g. mainly extreme weather conditions, an error being made during the bookings process either by ourselves or our suppliers, which leads to a lack of availability for a particular element of the trip.

In such cases we will endeavor to replace the service with an equivalent one, which would not impact on the status of the booking and its payment and delivery obligations.

In some cases, this may not be possible and we will need to seek your agreement to a more significant change. fees:

In an extreme case a whole trip may have to be cancelled or rebooked for alternate dates, in which event we will cover any additional administration charges, but any increase in the price of the trip or knock-on costs arising beyond the scope of our trip paperwork, such as changes to your international flights etc. will need to be covered by the group leader.

Insurance

It is necessary that guests take it as their sole responsibility they carry the correct comprehensive travel and medical insurance to cover themselves, as well as any dependents/travelling companions for the duration of their trip to Kenya or Africa.

This insurance should include cover in respect of, but not limited to, the following eventualities:

Personal injuries, cancellation or delay of the safari, emergency evacuation expenses, damage/theft/loss of personal baggage, money and goods, medical expenses, repatriation expenses etc.

African Acacia Limited (Elephant Gorge Camp) including their representatives and its employees and agents will take no responsibility for any costs, losses incurred or suffered by the guest, or guest's dependents or travelling companions, with regards to, but not limited to, any of the above mentioned eventualities. Clients will be charged directly by the relevant service providers for any emergency services they may require, and may find themselves in a position unable to access such services should they not be carrying the relevant insurance cover. By accepting to book with us, you specifically have accepted the responsibility in ensuring, and warrant that your clients are individually insured.



E L E P H A N T G O R G E C A M P
A M B O S E L I

We do however personally try and vet as many of our service providers as we can in order to determine their credibility. This should however not to be taken to be a professional opinion, but our conclusion based on how much risk we would personally be prepared to take.

The travel

Suitability and behavior

We reserve the right to terminate without notice the trip arrangements of any customer whose behavior is such that it does or is likely, in our reasonable opinion, or in the opinion of any operator or any other person in authority, to cause distress, damage, danger or annoyance to any third party, or to cause damage to property.

It is your responsibility to disclose a sufficient account of any limitations in your mobility and all other relevant information relating to your health and fitness at the time of booking.

You are required to advise us of any change to your level of mobility or health and fitness between booking and starting your trip. We reserve the right in our absolute discretion to terminate without notice the trip arrangements of any customer who is likely, in our reasonable opinion, or in the opinion of any operator or any other person in authority, to be unable to cope adequately with the demands of the trip.

In either of these circumstances all our obligations to you under this contract or otherwise shall cease, full cancellation charges apply and we shall not be liable for any refund, compensation or costs incurred by you whatsoever.

Emergencies

If problems arise during a trip, the customers are requested to make African Acacia Limited or its agents aware of the details of any such problems as soon as possible in order for urgent corrective action to be taken. Complaints must be backed with evidence to prove the same. Claims arising from problems through which the customer only issued a complaint well after the event, will not be entertained. In determining whether a refund is due, we will need to negotiate with the supplier in question after your return; any concessions that you are able to obtain from them directly can also come in very handy in reaching an expedient solution.

Post travel policy

Our liabilities and their limitations

We undertake to ensure that any trip arrangements made with us as part of our contract with you are made, performed or provided with reasonable skill and care. We accept reasonable responsibility for any loss, injury or damage



E L E P H A N T G O R G E C A M P
A M B O S E L I

resulting as a direct consequence of the mis-delivery of any of the services contracted within your trip, except where specific notice is made in your trip paperwork of a particular risk.

We do not accept any liability on the occurrence of any risks that entail or are incidental to the wilderness i.e. attacks by wild animals, snakes, bees, scorpions or other while all reasonable care shall be taken to avoid the occurrence of the above. African Acacia Limited shall not accept any liability the client is assumed to be aware of such risks and has willingly accepted the risk.

It is important to be aware that you are travelling in areas of the country, which can be dangerous or difficult. We expect of our clients a certain level of awareness of such issues and cannot take any responsibility for clients being duped by scams or otherwise inconvenienced or suffer any loss or injury as a result of parties not directly concerned in the provision of the services described within the contract. Please exercise due care and caution on your part.

We do not accept responsibility for any services, which do not form part of our contract. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you and the said services were neither advertised by ourselves nor did we agree to arrange for them and any excursion you purchase during your trip.

In addition, regardless of any wording used by us on our website, in any of our brochures or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of the Kenya or the country of origin of the traveler, which would have applied had those services been provided in the traveler's home country.

This term also includes where the claim or complaint concerns the absence of a safety feature which might lead a reasonable customer to refuse to take the trip in question, since many safety features that would be taken for granted back home are not provided as a matter of course in the country in which we operate.

The Clients are fully aware, that this is a lodge in the bush and as such it is presumed that you are fully aware that there is risk of Clients being bitten by bees, snakes, scorpions etc. and as such African Acacia Limited shall not be liable for any claims arising out of this.

Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description:

a) Which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or



E L E P H A N T G O R G E C A M P
A M B O S E L I

b) Which did not result from any breach of contract or other fault by neither ourselves, nor our employees or where we are responsible for them, our suppliers.

Additionally, we cannot accept liability for any business losses.

You must provide us and our insurers' with all assistance we may reasonably require. You must also share with us and the supplier concerned about your claim, or complaint as set out in the clause below.

If asked to do so, you must transfer to us or our insurers any rights you have against the supplier, or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian must do so). You must also agree to cooperate fully with us and our insurers if we or our insurers want to enforce any rights which are transferred.

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage or loss as a result of "force majeure". In these booking conditions, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

Additional excursions and activities

We may provide you with information about activities and excursions, which are available in the area you are visiting. We have no involvement in any such activities or excursions, which are neither run, supervised nor controlled in any way by us. Usually such services are provided by independent local operators, who are not affiliated to us. They do not form any part of your contract with us even where we suggest particular operators/other third parties and/or assist you in booking such activities or excursions in any way.

We cannot accept any liability on any basis in relation to such activities or excursions and the acceptance of liability contained in these booking conditions will not apply to them. We cannot guarantee accuracy at all times of information given in relation to such activities or excursions or about the area(s) you are visiting generally (except where this concerns the services which will form part of your contract) or that any particular excursion or activity which does not form part of our contract will take place as these services are not under our control. If you feel that any of the activities mentioned in our brochures which are not part of our contract are vital to the enjoyment of your trip, email us and we will advise you the latest known situation.

If we become aware of any material alterations to lodge/area information and/or such outside activities, which can reasonably be expected to affect



E L E P H A N T G O R G E C A M P
A M B O S E L I

your decision to book a trip with us, we will pass on this information at the time of booking.

Do note that the additional excursions and activities can and shall only be undertaken where the weather does permit the same. African Acacia Limited shall not be liable for any loss or damage arising out of the cancellation of such an excursion or activity due to bad weather in Kenya.

Denied boarding regulations

If any flight you have booked is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline in circumstances that would entitle you to claim compensation against the airline, you must pursue the airline for the compensation due to you. African Acacia or its associated companies will therefore not be held responsible for occurrence of difficulty, delays or the impossibility to access the camp relating to road, weather or any other natural occurrences. Any changes made to the original booking subject to the conditions and rates aforementioned earlier, regardless of nature of change. All sums you receive or are entitled to receive from the airline concerned by virtue of these Regulations represent the full amount of your entitlement to compensation or any other payment arising from such cancellation, delay, downgrading or denied boarding. The fact a delay may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. We have no liability to make any payment to you in relation to the Denied Boarding Regulations as your entitlement to any compensation or other payment (as dealt with above) is covered by the airline's obligations under the Denied Boarding Regulations.

Transfers and their knock-on effects: Should any of the elements of a trip fail, such as the non-departure of a boat or plane, then we will endeavor to rearrange the trip as best is possible to minimize the impact, but we cannot be responsible for any knock-on effects arising from such a failure. In practice you will not need to, but for legal reasons we have to insist that the customer must check with local operators the exact times and schedules for transport. There are only a few departures on which a failure can cause serious knock-on effects and we always try to construct which avoid such risks and will try to make you aware of any such possibilities.

The company takes no responsibility for loss, damage or injury arising from any shortfall, error or omission in the information passed to the customer during the course of the sale or subsequent delivery of the product.

Health and other third world issues

Clients are reminded that when travelling to Kenya they should not necessarily expect the same standards of hygiene, security or service that would be



E L E P H A N T G O R G E C A M P
A M B O S E L I

available in more advanced regions. African Acacia Limited takes no responsibility for incidents of food- poisoning or other illnesses, even where the contamination can be proved to be from a source booked through the company.

The customer must take full responsibility for their health at all times. Clients must be aware that they cannot necessarily expect the same levels of health and safety that they may be accustomed to back home. A good example would be seat belts, which whilst being obligatory in all vehicle seats in many countries, are not necessarily even provided in some or all seats in transfer and safari vehicles. If you have any particular concerns or requirements in this area then we invite you to make specific enquiries before making your trip, as we cannot offer any special cancellation terms arising out of any shortcomings in this area.

The client shall be responsible to ensure that they have received all the necessary vaccinations (including Prophylaxis – vaccination against Malaria) and these should be taken in advance before travelling to Kenya. Clients should ensure that they are all fully and adequately covered by their preferred medical insurance. The Guest should refer to the fact file on the website for further information.

Conditions of suppliers

Many of the services, which make up your journey are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable international conventions. Copies of the relevant parts of these terms and conditions are available from the supplier concerned.

Variation

African Acacia Limited, in its sole discretion, may change this agreement or any part thereof at any time without notice.