

## **TERMS & CONDITIONS**

### **Terms and Conditions for SuperLight-Africa (Tours & Travel)**

Read our terms and conditions, before making your payments, when we receive your payments, it will be assumed that you have read and understood our terms and conditions.

**SuperLight-Africa (Tours & Travel)** makes itineraries to fit the requirements of customers. We supply services of the services we own and sometimes we outsource services from our partners in the Tour Operation Business. We do business with reputable partners. We offer the best services possible and do not compromise the comfort of the client whatsoever. In other words, we do not take shortcuts.

#### **1. Prices:**

Published prices are based on prevailing costs within the country or region. Prices are subject to change increase or decrease before booking is made. We reserve the right to increase or decrease published prices if the service providers such as hotels, fuel prices, flight fares, park fees, etc have revised their prices upwards or downwards. You will be given the correct current price at the time of booking.

Once pricing has been agreed upon and payments have been made, **SuperLight-Africa (Tours & Travel)** will honor the agreed pricing and will not make alterations.

Rates include but are not limited to the following services specified in the itinerary. Accommodation with meals, safaris, transport, driver / guide, park entrance fees, and hotel taxes and service charges.

Rates exclude airport taxes, visas, beverages, laundry, telephone calls, tips, scheduled flights. Gratuities and all other expenses of personal nature.

Rates used are current and subject to change without prior notice due to the fluctuation of the different foreign currencies against the Kenyan shilling.

**SuperLight-Africa (Tours & Travel)** deals with domestic flights only. These are included within the itinerary and priced as part of the safari package.

#### **2. Reservation, Payments and Deposits:**

A binding contract between the client and **SuperLight-Africa (Tours & Travel)** comes into existence may be signed between the two parties before payments are made. The Contract is however optional.

It is advisable that you do your Safari booking three months (90 days) before commencement of the Safari. In this case we require 50% deposit to be paid into our account at the time of booking and the remainder 50% to be paid 30 days before commencement of the Safari. This means at the time of commencement of the Safari the client should have made 100% payments.

Bookings made within 30 or less before arrival date, full amounts must be paid.

If payment is not received within the above time scales, we reserve the right to treat your booking as having been cancelled by you, and apply cancellation charges as set out in clause 3.

#### **3. Cancellation:**

- The Client has a right to cancel the Safari, in this case the client must notify the Company in writing.
- Cancellations received between 45 and 21 days prior to departure will be subject to a cancellation charge of 20% of the services.
- Cancellations received within 20 - 5 days prior to departure will be subject to a cancellation charge of 50% of the services

- Cancellations received within 4 days of departure will be subject to forfeiture of the entire services.
- Flight cancellations, refunds, compensations, changes of travel dates, etc. will be governed by the specific domestic airline terms and conditions and all charges shall be borne by the clients.
- SuperLight-Africa (Tours & Travel) reserves the right to cancel the Safari if the client has not made payments within the agreed period.

**NB: Service Responsibility:**

Our responsibility and obligations apply to only in respect of those services, which we agree to provide on your behalf. No liability can be accepted for any service which you arrange in conjunction on your own. By way of example, no liability can be accepted if for whatever reason you are not at the correct departure point at the correct time at the beginning of any tour or itinerary and as a result you miss this departure.

**4. Force Majeure:**

" Force Majeure " means those circumstances where the performance of our contract with you is prevented or affected by reason of war, threats to war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disasters, fire, adverse weather conditions, government action and all similar events beyond our control.

In these circumstances, we will not be liable to pay any compensation or otherwise be responsible for any expenses or losses you might incur where we are forced to cancel, delay, curtail or change your arrangements in any way or where the performance or prompt performance of our contractual obligation is prevented or affected.

**5. Complaints:**

We hope you will not encounter any problems during the holiday. However, should one arise, please immediately advice SuperLight-Africa (Tours & Travel) Management of the service in question, as most problems can be resolved straight away. In the unlikely event that you remain dissatisfied, please write to us setting you your complaint in detail within 14 days of the end of the holiday. SuperLight-Africa (Tours & Travel) regrets that it cannot accept responsibility for any complaints, which are not notified entirely in accordance with this clause.

**6. Delays:**

No arrangements are made by us concerning the provision of International flights. Therefore, all outwards and homebound flights should be read in reaction to the service which we have been contracted to provide and which pertain to domestic flights, and not any flight or any other arrangements which may have been added on.

**7. General Information:**

- Accommodation  
Accommodation is based mainly on two persons in twin bedded rooms / cabins / tents with private bath or showers where available. We cannot guarantee single rooms but in case where single room supplements is paid and its not provided by the lodge / camp an appropriate refund will be made to the client. Hotels / Lodges / Camps, where mentioned, are named as an indication of category and the supplier may reserve rooms are similar hotels / lodges / camps.
- Alteration to Tours  
SuperLight-Africa (Tours & Travel) reserves the right to change any route or arrangements should conditions necessitate to offer substitutes of equal value, or to cancel the operation of any scheduled tour. The rights is also reserved to decline to accept or retain any person as a member of any tour at any time, in which event an adequate equitable amount will be refunded.
- Visa / Health requirements  
We do not accept liability for clients who are inadequately prepared. You are advised to check the local visa entry requirements for the country to be visited with the applicable consulate or embassy. Please seek the advice of your local health authority prior to your departure.

➤ Transportation:

Safari minibuses, safari cruisers, cars, four wheels drives or coaches will be provided according to the route and the number of participants. The supplier reserves the right to employ the service of sub contractors. Please note that in respect to sea, rail carriers and hotel keepers, our ability is limited as if we were the carries / hotel keepers within the appropriate international conventions.

**8. Risk and Liability:**

All bookings are accepted on the specific condition that SuperLight-Africa (Tours & Travel) and / or other subsidiaries, affiliated companies, independent supplier who are not affiliates with SuperLight-Africa (Tours & Travel) in any way, act as booking agents for the owners, outfitters, operations and contractors in all matters relating to hotel accommodation, sightseeing tours and transport whether by aircraft, rail, road motor coach, ship, boat or any other means.

All tickets, exchange orders or vouchers issued by those described above are subject to any and all terms and conditions under which such means of transportation, accommodation or other services are offered or provided, issuance and acceptance of covering vouchers, and tickets shall be deemed to be consent to the further condition that neither SuperLight-Africa (Tours & Travel), nor their subsidiaries, independent suppliers etc, shall become liable or responsible in any way in connection with such means of transportation accommodation or other services or for any loss, injury, damage to you in respect of any person or property howsoever caused or arising from any delays in transportation or consequences thereof.

At some of the places you will visit on your tour, optional activities furnished by other independent suppliers who are not affiliated with SuperLight-Africa (Tours & Travel), in any way will be available. Some of the activities carry with them various inherent risks, including that of attack by wild animals, which can cause serious personal injury. These activities, are but not necessarily limited to:

- Horse back riding
- Camel Safaris
- Hot air balloon trips
- Bungy Jumping
- Lake Victoria expeditions
- Walking safaris
- Mountain Climbing
- Bicycle trek trips
- Boat riding

You should be aware that, although precautions are taken by the suppliers to guard against such dangers, YOUR SAFETY CANNOT BE GURANTEED. Should you select to participate in such activities while you are on your tour, you are, of course, free to do so. However, you must understand that such participation will be at your own risk and that SUPERLIGHT-AFRICA (TOURS & TRAVEL) CAN ASSUME NO RESPOSIBILITY FOR YOUR SAFETY.

**9. Insurance:**

All participants are advised to take out an insurance policy to cover personal accidents and medical expenses. All expeditions involve an element of personal risk, and at times can be of hazardous nature. Expedition members must accept this risk. SuperLight-Africa (Tours & Travel) is not liable for any loss, damage, injury, expense, delay of inconvenience caused to you or to your baggage as result, whether directly or indirectly, of any matter of whatever nature which is outside our control.

**10. Security:**

The urban areas of Kenya, Tanzania, Uganda, Malawi, Zambia as do other parts of the world have their shares of crime. Theft is the commonest crime and sensible precautions are necessary. Large sums of money or travelers cheques should not be carried about but left in your hotel safe deposit.

Walking along dark streets in major town is a risk. Gold chains bangles or earrings are some times attractive to petty criminals in the city. While within major cities, always dial 999, which is free telephone line to summon the police for assistance. Precautions must be taken against petty conmen within cities who may request small sums of money for sad reasons, such persons should be ignored.

**PROVIDED BY MANAGEMENT**

**SUPERLIGHT-AFRICA (TOURS & TRAVEL)**