Please note that all Itineraries are subject to space and flight availability.

- 1. To get a quotation for your holiday booking, please contact our office.
- 2. All prices are subject to change without notice. Hotels and suppliers reserve the right to amend the price of a service or package, if affected by circumstances beyond their control. The prices could also change in the event there is a major fluctuation in rates of exchange or air fares or both. However, such an increase will not normally apply after a booking is confirmed and payment is received.
- 3. Every effort will be made to confirm a booking exactly as requested. However, in case of non-availability, similar alternatives will be offered. The suggested safaris and itinerary modules are subject to change and a final itinerary will be provided for your approval prior to confirming the booking.
- 4. Full payment is to be made at least 30 days before commencement of the tour. To enable us reconfirm all arrangements with our suppliers. However, services like guesthouse stays, cruises and other speciality packages may require a different payment schedule and may at times necessitate earlier full pre-payment.
- 5. In the event of alterations, amendments or cancellations made to a confirmed booking, a penalty will be levied accordingly as below:
 - Between 60 days and 45 days -25% of the tour cost
 - Between 44 days and 30 days -50% of the tour cost
 - Between 30 days and day of arrival 100% of the tour cost.
 - Please note in the case of arrangements for tour packages and accommodation outside of Kenya, the suppliers will ask for a non-refundable deposit in order to book and confirm these arrangements, this amount therefore will be deducted from the refundable amount.
- 6. TA Tours and Travel Ltd. reserves the right to cancel or alter any tour, holiday or service without any notice at any time. However, we will offer alternative arrangements where necessary or advisable. If alternative arrangements are not available or are unacceptable to you, we will refund the part of any money which relates to the part of the holiday or service that has been cancelled. In either case, TA Tours & Travel shall not be held liable for any damage, additional expense or consequential loss suffered.
- 7. TA Tours and Travel Ltd. shall under no circumstance whatsoever be held liable for i) death, personal injury, sickness, accident, loss, delay, increased expense or any misadventure howsoever caused,
 - ii) any act, omission, default of any hotelier, carrier or other person or by any servant or agent employed by them who may be engaged or concerned in the provision of accommodation, food and beverage, carriage, facility or service for you or for any person traveling with you howsoever caused, iii) the temporary or permanent loss to personal effects howsoever caused.
- 8. TA Tours and Travel Ltd. acts on behalf of Hotels, overseas suppliers, operators and handling agents and hence has limited liabilities only in terms of the arrangements directly under its control. In the event of disputes over all other circumstances, we will offer all reasonable assistance but will not be responsible for claims and compensations. All complaints should be submitted in writing within 10 days of your return.
- 9. TA Tours and Travel Ltd. shall not be responsible nor deemed to be in default on account of any delays or interruptions in the performance of its obligations due to causes beyond its reasonable control or not occasioned by its fault of negligence including acts of God

- or the public enemy, war, civil, warlike operations, terrorism, insurrections or riots, fires, floods, unusually severe weather conditions, epidemics or quarantine, restrictions, any acts of government, strikes or labour unrest causing cessation, slow down or interruption of work (collectively "the force Majeure events")
- 10. Although we will extend all assistance wherever possible, the obtaining of visas, health requirements and vaccinations, etc will be sole responsibility of the client. It is the responsibility of the client to ensure the visas are obtainable before entering into a booking commitment with TA Tours and Travel Ltd.
- 11. Refunds if any are subject to TA Tours and Travel Ltd. obtaining a refund from the Hotels and Lodges, suppliers operators and handling agents. Partially utilized services are non-refundable. An administrative fee could apply as part of the refund process.
- 12. TA Tours and Travel Ltd. Strongly recommends the purchase of multi-cover Holiday Insurance to cover unforeseen eventualities.
- 13. These terms and conditions and any agreement referring to these terms and conditions shall be construed, interpreted and governed in accordance with the laws of the Government of Kenya.
- 14. All persons traveling together will be deemed to have understood and compliant with these conditions.