



SAFARI TERMS AND CONDITIONS

ROBERT & WILLIAM CARR-HARTLEY SAFARIS are operated by SANGALAI LTD., a Limited Liability Company formed and based in Kenya under Kenyan Law.

The Safari period is from the day of arrival in the country, as per the itinerary agreed on with Sangalai Ltd., until the day of completion of the safari including any days spent in Nairobi hotels before or after the actual safari, arrival and departure days inclusive. Final quotation is subject to the itinerary agreed upon, and may be subject to change.

Sangalai Ltd. reserves the right to substitute hotels and/or lodges and to alter the itinerary should this be considered necessary or advisable, always taking into account our guest's best interests.

Should exceptional circumstances arise, the Company reserves the right to alter its quotation, particularly relating to but not limited to currency fluctuations, accommodation costs revisions and fuel costs.

Itineraries are valid for two weeks unless confirmed by payment and receipt of a deposit as quoted in the Safari Cost, or unless a written extension is received from Sangalai Ltd.

Itineraries are only confirmed upon receipt of a deposit.

Any changes to the confirmed itinerary/number of guests/dates will need to be re-costed and re-quoted at the then prevailing rates. For specific terms in respect of each of the third party properties, please request a copy from our offices.

PAYMENT

We require a deposit of 40% of the final quotation to confirm the safari. *This must be received before any bookings can be made.*

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The final payment balance is payable 90 days before planned safari start date.

For any safaris including **Gorilla Permits** - the permits must be paid in full along with and in addition to the safari deposit. **Gorilla Permits** are **subject to availability**, and once purchased are **non-refundable and non-changeable**

CANCELLATION POLICY

We strongly advise that all parties should take out **Comprehensive Travel Insurance/Trip Cancellation Insurance** as cancellation terms outlined below are strictly enforced.

If notice of cancellation is received in writing and acknowledged by Robert & William Carr-Hartley Safaris/Sangalai Ltd. in writing **MORE THAN 120 days** prior to safari starting date, the full deposit, less \$1000 per person handling fee **and any cancellation fees levied by third party properties, suppliers & guides**, is refunded.

If such notice of cancellation or postponement is received and acknowledged by phone or email between 91 and 120 days prior to safari starting date, the **full deposit plus any cancellation fees levied by third party properties, suppliers & guides is forfeited.**

If such notice is received between 66 and 90 days prior to the safari starting date, **50% of the full safari cost, plus any third party cancellation fees levied by third party properties, suppliers & guides is forfeited.**

The full safari cost is forfeited if such notice is received 65 days or less prior to the safari start date.

In the event of a reduction in numbers of guests on a safari, the safari will be re-quoted at the then applicable rates, whilst taking into account cancellation terms of the cancelled travellers which may be applicable, may be applied on

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a case-by-case basis.

TRIP CANCELLATION INSURANCE

We strongly advise our guests to take out comprehensive travel insurance in order to cover them for Cancellation/Postponement charges as outlined above in the event of an unforeseen cancellation or postponement of their safari.

The policy and charges outlined above under our Cancellation Policy and our Terms and Conditions are **strictly adhered to**.

NB: By making payment, including a deposit in respect of a safari you are deemed to have read and understood our Cancellation Policy, and you agree to be bound by its terms outlined herein.

POSTPONEMENT POLICY

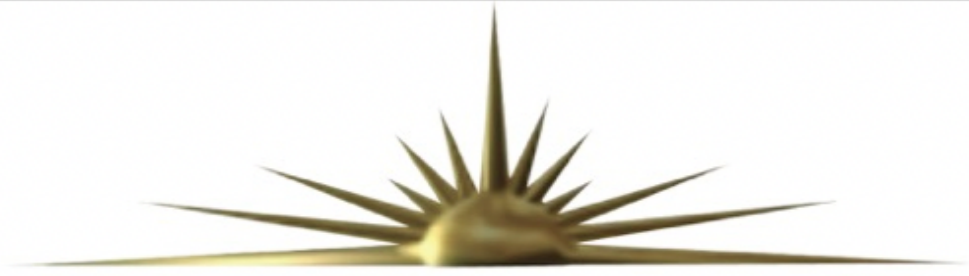
Should the safari be postponed to the following year on a date MORE THAN 120 days prior to the safari start date, a fee of \$500 will be charged per guest, **plus any fees levied by third party properties, suppliers & guides included in the itinerary according to their own cancellation/postponement terms**. The revised and re-booked safari start date should be no more than 365 days from the date of postponement, unless agreed otherwise by Sangalai Ltd. in writing.

A postponement made within 120 days or less from safari start date, normal cancellation fees apply.

Postponement of a safari that rebooked in a period exceeding 365 days from the original planned start date to the new start date **will be deemed as a cancellation** and treated as such.

If the postponement is to be rebooked for a date that starts within 365 days

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ROBERT & WILLIAM CARR-HARTLEY SAFARIS

of the previous safari start date, the deposit will be carried forward to the new dates, unless the total penalties levied by third party properties exceeds the amount of the deposit, in which case the larger amount will be levied.

Any postponed safaris will need to be re-costed, and re-quoted at the newly applicable rates.

The postponement period is deemed to be from the start date of the previously booked safari to the start date of the rebooked safari, **unless** any third party property terms are to the contrary, in which case those will apply individually.

BOOKING TERMS

A booking is deemed to have been made when a deposit is received and acknowledged by Sangalai Limited.

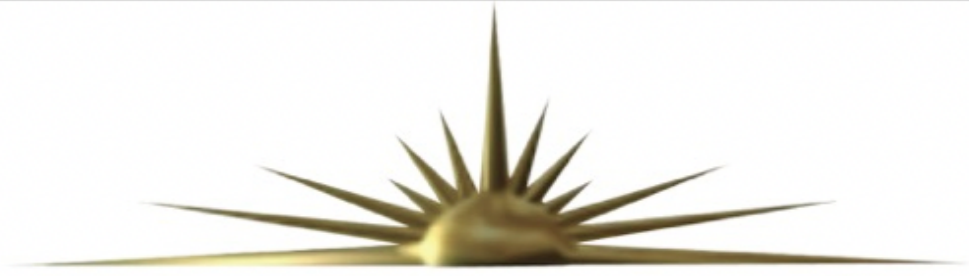
Should the Final Payment not be received by the prescribed 65 days prior to safari start date, the guest will have 5 working days to remedy the situation and make payment (unless there is a written agreement to the contrary), failing which the **safari will be cancelled and the deposit retained in full.**

For safaris booked within the final payment window, full payment will need to be made to confirm the trip as agreed in writing.

LIABILITY

Although every possible care is taken to safeguard you and your property, Sangalai Ltd. will not accept liability for any accidents, injuries or illness incurred during any safari outfitted by ourselves or our contracted third party vendors & suppliers, or for any loss or damage to guest's property during such a safari. It is advisable to have full medical, emergency evacuation and repatriation cover for the time you are traveling abroad.

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ROBERT & WILLIAM CARR-HARTLEY SAFARIS LIMITS OF RESPONSIBILITY REGARDING INDEPENDENT SUPPLIERS

Sangalai Ltd. purchases hotel and lodge accommodation, restaurant services, campsites and other services from various independent suppliers that are not subject to its control. Whilst every precaution is taken to ensure the safety and security of our guests, Sangalai Ltd. cannot be held liable for death, personal injury or any other loss that may occur (1) due to any act or omission of any such supplier, (2) by reason of any other event over which Sangalai Ltd. has no control.

WILD ANIMALS

Please be aware that African safaris may take you into close contact with wild animals. Attacks by wild animals are rare, but no safari into the African wilderness can guarantee that this will not occur. Whilst Sangalai Ltd. and its guides and employees, as well as the third party properties used by Sangalai Ltd. takes every precaution to avoid any incidents, neither the company, nor its employees, guides, or agents can be held responsible for any injury or incident that may occur during the safari. Please note that a number of the safari camps and lodges are unfenced and animals do amble through the camps at any time.

LAWS

The agreement is made subject to, and shall be governed by and construed according to the laws of the Republic of Kenya.

DELAYS

Sangalai Ltd. cannot be held liable for any delays owing to airlines not running to schedule, weather induced delays, missed flights, etc. Nor can the Company be held liable for the additional costs incurred as a result of these delays.

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GUIDES

Should one of the reserved guides become unable to guide a safari owing to illness or for any personal reasons, the company reserves the right to appoint a substitute guide of its choosing.

NOTE:

By booking and paying a deposit for a safari, you are deemed to have *read and accepted the liability and insurance clauses* outlined above and are also deemed to have understood and accepted all of the booking conditions.

Signed by the client/group leader: _____

Date:

Print Name:

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