

TRAVEL SERVICES (Ts&Cs) KingTomondo Safaris Kenya

The following assumptions are exemplary for the travel und tourist services intermediated by KingTomondo Safaris Kenya.

- 1) The travel agreement comes to being when the customer (the traveler or a representative) orders the service, KingTomondo Safaris Kenya accepts it and acknowledges the reception that is put on file and the advanced money is paid by the traveler.
- 2) The time and the period of the travel, the fixing and the quality of the services and the mode of fulfilment with the participation fee are all contained in the acknowledgement sent by KingTomondo Safaris Kenya.
- 3) If not agreed otherwise per written contact, when ordering the services, 20% of the whole participation fee has to be paid as deposit. The rest must be paid, if not agreed otherwise per written contact, on the 15th day before the beginning of the travel at latest. Electronic notifications are sent about the dates of payment.
- 4) If the traveler does not accomplish the dates of payment, KingTomondo Safaris Kenya might consider the order as cancelled even when it was acknowledged before.
- 5) If the traveler becomes locked out of the travel because of the violation of the law or breaks off the journey of any reasons, he/she cannot raise a claim to the refunding of the paid-in participation fee. The traveler is obligatory to respect the existing laws of passport, customs duty and foreign exchange. In case of neglecting or breaking these laws, all the costs and losses charging the traveler.
- 6) KingTomondo Safaris Kenya is not obliged to repay the service costs (participation fee) if the traveler does not make a use of any services or subservice of his/her own free will or any reasons occurred in his/her sphere of interests.
- 7) In so far as the travel fails or it is modified because of vis maior reasons, KingTomondo Safaris Kenya does not bear the responsibility of compensation.

8) The traveler has the right to cancel the travel or the ordered services. This cancelling has to be done in written form (emails are fine). If not agreed on otherwise per written contact, in case of cancelling, the following fees have to be paid-in from the whole participation fee counting backwards from the beginning of the travel:

- on the 35th day or earlier: 10%
- between the 34th and 15th day: 50%
- within 7 days: 75%
- within 48 hours: 100%

9) On behalf of the implement of the travel, KingTomondo Safaris Kenya co-operates with other companies, like flying, bus, taxi and ship companies. In case of any problems in the functioning of these companies (for example: strike, delay, technical problems etc.) KingTomondo Safaris Kenya does not assume responsibility or any compensation.

10) We advise all customers to privately seek sufficient insurance. KingTomondo Safaris Kenya does not offer insurance policies, e.g. Health Insurance, Travel Insurance.

11) In case of any legal questions emerged in connection with the tourist services, the parties submit to the absolute jurisdiction of court of justice according to the residence of KingTomondo Safaris Kenya.