

Our Terms and Conditions

Please Read Carefully:

The purchase of any travel services offered by Trails of Africa Tours and Safaris Limited (herein and after referred to as Trails of Africa Safaris), constitutes a contractual arrangement between you (the client) and Trails of Africa Safaris and represents your acceptance of Trails of Africa Safaris' Terms and Conditions set out herein. Please ensure that you read carefully and understand these Terms and Conditions prior to booking.

General Terms and Conditions:

All of our tariffs are based on a minimum of 2 adults unless specified.

A booking of any of the arrangements offered in this site, may be made by you verbally provided it is immediately confirmed in writing or by fax or e-mail (provided always that for the purposes of the payment of the Deposit and/ or, the price the time that the booking shall be deemed to have been effected shall be the time that the Trails of Africa Safaris organized tour was booked verbally and not the time that it was confirmed in writing).

A deposit of an amount requested by Trails of Africa Safaris duly authorized member of staff or agent at the time of Booking shall be payable immediately upon receipt of your booking invoice. The person who shall make the Booking hereby warrants that he or she is duly authorized to do so and does so on behalf of all of you. If a Booking shall be made or brokered through a travel or booking agent, such Agent hereby agrees to be bound by these conditions and confirms that it makes the Booking as a fully authorized agent for and on behalf of each member of the party.

To the extent that you shall incur any loss or damage arising directly or indirectly from the Agent's signing the Booking on behalf of each member of a Tour, the agent shall indemnify Trails of Africa Safaris against any such claims, costs, demands and expenses whatsoever. Each of you shall jointly and severally indemnify Trails of Africa Safaris against any claims, costs, demands and expenses whatsoever, made by any of you to the who may be a minor (that is under age of eighteen years) arising out of or in connection with the tour.

If Trails of Africa Safaris is unable to confirm your tour, it will refund your Deposit in full. However, it is possible that Trails of Africa Safaris may not be able to confirm your precise tour/itinerary due to circumstances beyond our control or due to late booking among other reasons. In this event, if Trails of Africa Safaris proposes (what is considered to be) a reasonably similar alternative to that requested by you prior to the Due Date (as specified below) and it is acceptable by both parties, then it will not refund you the deposit. All prices for the tours are calculated on costs prevailing at the date of your Booking although TRAILS OF AFRICA SAFARIS reserves the rights to change such prices without notice up until the Due Date (as defined below) depending on when the other service providers (Hotels and Nationals) makes their price adjustments.

Accommodation:

Unless otherwise stated, Trails of Africa Safaris always endeavours to book the hotels indicated in the itinerary. However where last minute bookings are made and/or such indicated hotels are not available/fully booked, we always strive to book alternative hotels of the same star rating and standards and communicate such change to the clients/agents. Without any acceptance of liability for failure to do so, Trails of Africa Safaris shall endeavour to book rooms for you with private baths on the basis of two persons sharing a Double Room. Single Rooms shall be available at a supplementary price.

However, Trails of Africa Safaris does not guarantee the availability of either a private bathroom or a single bedroom, even where you had specifically requested a private bathroom or single bedroom. This is especially so in less visited areas and in camping options.

Transportation and Driver/Guides:

Transportation varies with each itinerary but is usually by safari minibus with large windows, pop-up roofs, seven guaranteed window seats. Each of the safari vehicle has specially modified suspension and a pop up roof hatch for the minivans for unobstructed game viewing and picture perfect photography. While on safari, all our clients are guaranteed window seats as the safari minibuses, though designed to seat nine people, are only fitted with seven seats. Additionally, the safari vehicles are equipped with spare tyres, a cooler box and a first aid box together with seat belts on each seat.

Vehicles are fully maintained in their top-most condition. Our caring professional drivers/guides are fluent in English and some are multilingual with sound spoken and written French, Spanish and Mandarin languages who can be available with prior notice/arrangements. They are registered with the Kenya Professional Guides Association and apart from being experts at wildlife identification and behaviour, they have ample knowledge on each destinations' flora and fauna as well as the regions history and the way of life and culture of the local people.

Our drivers/guides also have the ability and knowledge in handling children and senior citizens. However this does not mean that Trails of Africa Safaris accepts children under 18 years unaccompanied by their parents/caretaker in a safari.

Our Communication Network:

Each of our safari vehicles is equipped with high frequency radio for constant bush to base communication. Additionally, all our drivers/guides carry mobile phones. To top it, we provide our clients with a 24-hours contact. With such a communication network in place, we are able to provide very efficient back service, should the situation demand.

Other Safari Options:

The itineraries shown herein this website, are some of our most popular and frequently requested tours. However this does not mean that custom-made itineraries cannot be created as per the clients' request. Should you wish to adjust a published itinerary or design your own tour we would be happy to assist you.

Validity of Prices:

Prices are valid for the periods shown in the itinerary but are subject to change without notice in the event of Government action, i.e. increase in hotel tax or VAT, or to increase if prices are significantly affected by other circumstances beyond our control. Once the prices are agreed upon between Trails of Africa Safaris and the agent/customer, such prices will be valid for 10 days upon which first installments need to be paid. Prices are based on exchange rates prevailing at the time of publication and may alter should any major variation in exchange rates occur.

Prices Include/ Exclude:

Prices quoted for safaris generally have what they include and exclude and this differs from one itinerary to another depending on the program. However, in each Itinerary submitted to our clients, we always endeavor to confirm what is excluded and included in the quotation submitted and we kindly advise all our clients to check what the cost of the programs/itineraries sent to them includes and excludes.

A Christmas supplement charge will be applied to all tours operating between 20th December and 03rd January and Easter Supplement during Easter period. The charges and duration varies from hotel to hotel and will be specified at the time of quoting our package price. Itinerary prices generally exclude flights, optional excursions, personal insurance (medical or other), flying doctor membership, drinks, tips, phone calls, laundry and any items of a personal nature.

Children Policy:

Children under 12 years of age sharing with parents generally pay 50%. However this differs from hotel to hotel with some hotels considering children as under 10yrs. As a result, it is always prudent to contact Trails of Africa Safaris to confirm children's policy.

Reservations/Payments:

A non-refundable deposit is required on booking and the balance 4 weeks before the beginning date of the safari; however in certain circumstances larger deposits are required. If booking are made within 4 weeks to the beginning date of the safari, the whole amount is payable at time of confirmation. Notwithstanding any prior confirmation of arrangements, the right is reserved not to undertake a booking if payment is not made in accordance with the foregoing. This is solely because we also have to work within the terms and conditions of our partner hotels.

However where international air tickets are involved, full payment will be required at the time of booking. Exact terms and conditions of the airline ticket will also apply. These vary with the airline and with the type and class of the ticket, and are available on enquiry or at the time of booking. The final price will always be confirmed at the time of reservation.

Cost of Tour and Final Payment:

The total cost of the Tour as specified in the itinerary shall be paid so as to be received as cleared funds by Trails of Africa Safaris not later than 35 days before the date of such a tour. When the date of your booking is less than 35 days before departure of your tour, full payment shall be due immediately upon receipt of Trails of Africa Safaris' invoice. Your payment is not deemed made until it is received by Trails of Africa Safaris. Availability of the holiday/tour is dependent upon the client having paid the full cost in accordance with this terms and condition. In the event that the full cost shall not have been received by the due date, Trails of Africa Safaris reserves the right to cancel the holiday/tour or as a condition of providing the itinerary/tour shall be re-costed afresh (including imposing a surcharge in respect of our additional costs). Provided that the

cost shall have been paid fully by the due date, Trails of Africa Safaris shall be bound unconditionally to the cost quoted, unless the cost shall have been affected by any factor/s beyond the control of Trails of Africa Safaris which frustrates this Agreement in which case Trails of Africa Safaris reserves the right to adjust the cost accordingly.

Cancellations/Alterations:

Cancellation of a booking or requests for amendments to bookings must be notified in writing to Trails of Africa Safaris. If Trails of Africa Safaris agrees to cancel a booking which had already been confirmed to Trails of Africa Safaris in writing, such cancellation shall be in writing and cancellation charges will be levied as follows: Earlier than 60 days before departure the full deposit will be forfeited. Between 55 and 29 working days before departure 38% of the total tour cost. Between 28 and 14 working days before departure 80% of the total tour cost. Between 13 working days and day of beginning of the tour departure 100% of tour cost.

If a client fails to join the tour on the starting date, and joins after the tour departure, or leaves before the specified arrival date, no refund will be made. No refund will be made in respect of any part of the tour, including the kitty (the payment done on arrival or in advance) contribution, that is not used or undertaken.

Clients are advised to arrange travel insurance on booking in order to provide cover for these charges in the event of cancellation or delay. Before accepting booking, Trails of Africa Safaris reserves the right to alter published prices. After confirming a booking Trails of Africa Safaris will only alter prices to take into account factors beyond its control, such as currency fluctuations, surcharges or other transportation or accommodation costs. Kitty contributions are based on prices at the time of printing and occasionally price increases after this time may make it necessary to vary contributions prior to departure. Any increase will not exceed 20% of the published kitty contribution and will be communicated as soon as possible.

Cancellation/Alterations by Trails of Africa Safaris:

While doing our utmost to avoid cancellations, we must reserve the right to cancel arrangements. If this should happen (other than due to your default in paying) we would offer the choice of an alternative arrangement (Paying or receiving a refund in respect of any price difference) or receiving a full refund of all monies paid. If an arrangement cancelled because an insufficient number of people have booked a scheduled tour, notification will be given no less than 14 days before commencement of our services. If we are forced to curtail a tour after departure due to circumstances amounting to 'Force majeure' we cannot make any refunds or pay any compensation or be responsible for any costs or expenses incurred by you as a result.

We reserve the right to make changes to itinerary details and holiday arrangements both before and after your booking is made. Most changes will be minor. If we have to make significant changes to an arrangement, you will be notified at the earliest possible opportunity. In such changes you will have the choice of either accepting the change or booking alternative arrangements (Paying or receiving a refund in respect of any price difference) or receiving a refund in respect of any price difference) or receiving an immediate full refund of all monies paid

Client's Responsibilities and Insurance:

It is the responsibility of the client to ensure that they are in possession of valid travel documents, including passports, visas, current health certificates etc. ATS cannot accept any liability for incorrect documentation. Tour bookings are only valid for the dates and routings specified thereon unless otherwise specifically authorized and communicated. Clients must take comprehensive cover for cancellation, medical expenses, personal accident, personal baggage, money and public liability before the commencement of their tour. This insurance should be adequate for the full duration of the arrangements, particularly in respect to accident, medical and repatriation expenses. If the client has dependants, insurance to cover these responsibilities is also highly recommended.

The client accepts that all tours are of an adventurous nature and involves an element of personal risk, and that neither Trails of Africa Safaris nor its agents can be held liable for an injury, damage to property or loss of life caused. The client accepts responsibility for all risks involved. Every effort and care will be taken in making sure every detail of the safari is as promised. However, Trails of Africa Safaris do not assume any liability whatsoever for any injury, damage, loss, accident or delay to person or property due to any act of default of any hotel, carrier, restaurant, company or person or any of their servants or agents rendering any of the services included in the tour.

The client agrees to indemnify Trails of Africa Safaris in respect of any all third party claims, accident, personal injury, and loss of life or damage to property caused by the client during the course of the tour. The client agrees to comply with the Laws and Regulations of all the parks and reserves on tour, and complies with all reasonable instructions of the tour leader relating to the safety and organization of the tour as well as the laws of the country they are visiting. This agreement between the client and Trails of Africa Safaris is deemed in force once the client accepts to undertake the tour/safari and is made subject to and shall be interpreted and construed in an English court of Law.

Entry and Health Regulations:

Visitors must be in possession of valid visa and health documents on arrival in Kenya, Uganda and Tanzania. Different regulations are applied according to nationality and country of origin and these should be checked with the nearest tourist office or diplomatic mission. Diplomatic mission/Kenyan Embassy or inoculation centers in the country of origin will provide information and health regulations and recommendations.

Customs and Exit Regulations:

Personal effect, film and camera may be imported temporarily free of duty. However, a customs bond may be required in connection with professional video equipment, tape recorders, radios, musical instruments and souvenirs from other countries to ensure goods can be re-exported. Firearms need special permit, which must be obtained in advance. Excess baggage is strictly monitored and charges very expensive, Customs officials normally inspect baggage on arrival and departure.

Public Holidays:

During local or national holidays or special events, on Sundays, and religious occasions, certain facilities such as museums, churches, restaurants, sightseeing tours, and shopping may be limited or not available. Alternatives will be offered whenever possible.

Young Travelers:

Travelers who are less than 18 years old on the departure date must be accompanied by an adult. For any special requirements regarding airline tickets for children, contact your airlines directly

Travelers Who Need Special Assistance:

You must report any disability requiring special attention to Trails of Africa Safaris at the time the reservation is made. Trails of Africa Safaris will make reasonable attempts to accommodate the special needs of disabled travelers, but is not responsible in the event it is unable to do so nor is it responsible for any denial of services by carriers, hotels, restaurants, or other independent suppliers. A qualified and physically able companion must accompany travelers who need such assistance and must assume full responsibility for their well being.

Trails of Africa Safaris' Right of Refusal/Removal:

Trails of Africa Safaris reserves the right to refuse any Booking from people whom it considers unsuitable/risky to undertake the type of itinerary/safari to be undertaken. For the benefit of everyone on your vacation, Trails of Africa Safaris reserves the right to accept or reject any vacation participant and to remove any participant during the vacation whose conduct is deemed incompatible with the interests of the other participants.

Force Majeure:

'Force majeure' means those circumstances where the provision of services by Trails of Africa Safaris to you is prevented or affected by reasons of war, threat of war, strife, industrial dispute, governmental actions and all similar events beyond our control. In these circumstances we shall not be liable to pay any compensation or otherwise be responsible for any expense or losses you might incur where we are forced as a result to cancel, delay, curtail or change your arrangement in any way or where the performance of our contractual obligations is prevented or affected

Contact sales@trailsof africa.co.ke for other itineraries in Eastern and Southern Africa Destinations.

Thank you for choosing us

Trails of Africa Tours and Safaris

Your Safari Partner for Authentic Africa Experiences

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