FAIRHEAD KENYA LIMITED

Website Terms of Use

Website Disclaimer:

Terms & Conditions for using this website:

The below conditions form part of your agreement with Fairhead Kenya Limited (referred to below as Fairhead Kenya, Fairhead Kenya LTD, we, us and our) for use of this website. By using this website you state that you understand & agree to the following terms and conditions. If you do not agree to the terms & conditions listed below, you may not use this website and must immediately exit it.

Copyright

This site is owned and operated by Fairhead Kenya Limited. All material contained within this site is protected by international copyright law. Any unauthorized use or reproduction of which is strictly prohibited. All content on this site, including text, graphics, logos, icons, designs, colors, layout and service marks are the property of Fairhead Kenya Limited or their travel associates and as such are protected by International Copyright Law.

No Materials from www.fairheadkenya.com or any Web site owned, operated, licensed or controlled by Fairhead Kenya Limited may be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way, except that you may download one copy of site Materials on any single computer for your personal, non-commercial home use only, provided you keep intact all copyright and other proprietary notices. Modification of the Materials or use of the Materials for any other purpose is a violation of Fairhead Kenya Limited's copyright and other proprietary rights. For purposes of this agreement, use of any such Material on any other Web site or networked computer environment is strictly prohibited. You may cite or refer to the URL of this site without limitation. All trademarks, service marks, and trade names appearing in this site are the property of their respective owners. You assume total responsibility and risk for your selected payment option.

Privacy

Fairhead Kenya Limited will keep all personal information you give us as strictly confidential and no personal information will be made available to third parties, unless obliged to do so by law or legal process.

When you forward personal information including your name, e-mail address, mailing address and credit card details to us, Fairhead Kenya Limited will use a secure server to encrypt such information before it is received by us. Once we receive it, we will protect such information from unauthorized access and use. This site may use "cookies" to customize it and make your visit to our website more user friendly. Cookies cannot harm your computer in any way and are an industry standard. They are small text files that contain only information provided by you, the visitor, to the website. Furthermore, our users may configure their browsers to not accept our cookies.

Fairhead Kenya Limited may send e-mail messages to our customers with news and special offers and users may, by return mail, indicate whether they would prefer not to receive any such mail in future.

Disclaimer

Although Fairhead Kenya Limited endeavors to provide accurate, up- to-date and truthful information on this site, neither Fairhead Kenya Limited nor any of its employees, agents and associates make any representations or give any warranties, whether expressly, tacitly or implied, as to the operation of the site, the information, content, materials and products included and available from this site.

Fairhead Kenya Limited, its employees, agents and associates will not be liable for any damage of whatsoever nature arising or resulting from the use of or inability to use this site or the information contained hereon, including but not limited to direct, indirect, incidental, punitive and consequential damage.

THE MATERIALS IN THIS SITE ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, A&K DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Fairhead Kenya Limited DOES NOT WARRANT THAT THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU (AND NOT Fairhead Kenya Limited) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. Fairhead Kenya Limited MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIALS IN THIS SITE IN TERMS OF THEIR CURRENCY, CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. Fairhead Kenya Limited MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER ABOUT ANY THIRD PARTY SERVICES OR ANY WEB SITE WHICH YOU MAY ACCESS THROUGH THIS SITE. WHEN YOU ACCESS A NON- Fairhead Kenya Limited TRAVEL SITE, UNDERSTAND THAT IT IS INDEPENDENT FROM Fairhead Kenya Limited AND Fairhead Kenya Limited HAS NO CONTROL OVER OR RESPONSIBILITY FOR CONTENTS ON OR THE AVAILABILITY OF THAT WEB SITE. A LINK TO A NON- Fairhead Kenya Limited WEB SITE DOES NOT CONSTITUTE OR IMPLY AN ENDORSEMENT OR RECOMMENDATION BY Fairhead Kenya Limited. ALL INFORMATION ON THIS WEB SITE

REGARDING TRAVEL PROGRAMS, DATES, PRICES, SERVICES AND PRODUCTS IS SUBJECT TO CHANGE WITHOUT NOTICE. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

Agreement

The information contained on this site is an invitation to do business and not an offer. If you forward an offer to us, Fairhead Kenya Limited shall indicate their acceptance thereof by return mail. Fairhead Kenya Limited act herein as an agent for our respective business partners and therefore any agreement resulting from the acceptance of an order is deemed to be an agreement between the relevant business partner and yourself.

Editorial Control

This website contains content provided by third parties and hyperlinks to other sites. Fairhead Kenya Limited does not screen or filter such content or the other sites or information available from the other sites, and therefore does not accept any liability for defamatory, illegal or criminal content contained on those sites. We encourage our users to report any infringement, illegal or criminal content found on any of the sites available through links from this site in order to investigate whether such a link should be removed.

Applicable Law

Unless otherwise specified, the Materials in the site are presented solely for the purpose of promoting travel programs, services, and other products available in the Republic of Kenya, its territories, possessions and protectorates. Any offer for any travel programs, services, or products, made in the Materials is void where prohibited. This site is controlled and operated by Fairhead Kenya Limited from its offices within Nairobi, in the Republic of Kenya. Fairhead Kenya Limited makes no representation that Materials in the site are appropriate or available for use in other locations. Those who choose to access this site from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

Change to User Agreement

Fairhead Kenya Limited reserves the right to make changes to this site and this user agreement at any time without notice.

LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL FAIRHEAD KENYA LIMITED BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THE USE OF, OR THE INABILITY TO USE, THE MATERIALS IN THIS SITE OR ON ANY OTHER HYPERLINKED WEB SITE OR ANY THIRD PARTY SERVICES, EVEN IF FAIRHEAD KENYA LIMITED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL FAIRHEAD KENYA LIMITED TOTAL LIABILITY FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE, EXCEED THE AMOUNT PAID BY YOU TO FAIRHEAD KENYA LIMITED IF ANY, FOR ACCESSING THIS SITE.

OTHER: This agreement shall be governed by and construed in accordance with the laws of the Republic of Kenya, without giving effect to any principles of conflicts of law. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between the parties relating to the subject matter herein and shall not be modified except in writing, signed by both parties.