

# FAIRHEAD KENYA LIMITED

---

## Booking Form

FULL NAME: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

COMPANION'S NAME: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DIETARY REQUIREMENT: \_\_\_\_\_

PLEASE CHECK ONE:     VEGETARIAN         NON-VEGETARIAN

OUR SAFARIS REQUIRE A REASONABLE LEVEL OF FITNESS FOR PARTICIPATION. DO YOU OR YOUR COMPANION HAVE ANY SERIOUS HEALTH CONDITIONS THAT WE SHOULD BE AWARE OF?

IF SO, PLEASE DESCRIBE: \_\_\_\_\_

### IN CASE OF EMERGENCY CONTACT:

NAME \_\_\_\_\_

RELATION \_\_\_\_\_

TELEPHONE \_\_\_\_\_

I HEREBY DECLARE THAT I HAVE READ AND UNDERSTOOD AND AGREE WITH THE FAIRHEAD KENYA LTD TERMS OF BOOKING AND SERVICE AS ATTACHED TO THIS BOOKING FORM AND ACCEPT THESE ON BEHALF OF MY TRAVEL COMPANION(S), IF ANY.

SIGNED ..... DATE: \_\_\_\_\_

# FAIRHEAD KENYA LIMITED

---

## Booking Contract

These booking conditions will form part of your contract with Fairhead Kenya Limited (referred to below as [www.fairheadkenya.com](http://www.fairheadkenya.com), Fairhead Kenya Limited, Fairhead Kenya LTD., we, us and our) for all the travel arrangements that you book with us.

**Your tour price includes: -**

- Accommodation if & as specified of same or similar category.
- Meals if & as specified.
- Airfares if & as specified.
- Tours & transfers as specified.
- English speaking tour guide if specified.
- Park entrance fees if & as specified

**Tour price excludes: -**

- Items of a personal nature i.e. portage, phone bills, beverages, laundry, tipping etc.
- Gratuities to hotel/tour staff.
- Tours, meals or services not specified.
- Insurance of any kind
- Costs of obtaining passports or visas

Please refer to our current Price Guide for details on what each tour includes.

**Prices:**

All prices are based on current tariffs at the time of printing and are valid as specified. Prices are subject to change without any prior warning due to increase in airfares, transport, hotel rates, exchange rates, government tax etc. Fairhead Kenya Limited reserves the right to cover increased costs, tariffs & taxes and to reflect fluctuations in foreign exchange markets.

**Reservations & payment:**

Bookings should be made at least 90 days in advance (especially during high seasons). For all reservations made over 90 days prior to departure, a deposit of USD1000 per person is required at the time you book. Full payment is required 90 days prior to departure. Fairhead Kenya Limited reserves the right to cancel bookings for which full payment has not been received 90 days prior to departure.

**Cancellation Policy:**

Cancellations received by 90 days or more prior to departure will be subject to a cancellation charge of USD250 per person per tour. Cancellations received less than 90 days prior to departure will be subject to the following forfeit of tour cost: 89 to 60 days - 20% of tour cost, 59 to 31 days – 50% of tour cost, 30 to 0 days – 100% of tour cost.

**Alterations & amendments:**

There will be a charge of USD100 per person for any changes required by the client on confirmed tour bookings provided we receive a written request 30 days prior to Departure date, all Alterations and amendments received within 30 days of travel date will be treated as cancellation and rebooking and will be subject to the terms of the cancellation policy above. In addition to this there may be a change of reservation fee charged by airlines in the event the client requires changing the dates of originally booked flights/seats.

**Claims and Refund:**

Except for verifiable extenuating circumstances, refunds are not made for any missed tour services. For verifiable claims to be considered, they must be received in writing within 30 days of the termination of the tour and be accompanied by supporting documentation and/or a statement from the Tour Operating Company verifying the claim. Any adjustment considered will be based on the actual cost of the services involved and not on a per diem basis. We will not accept any liability for any claims that are not received within 30 days of the termination of your tour.

**Refund for unused services:**

No refund or exchange can be made in respect to accommodation, meals, sightseeing tours, transport or any other services, which are included in the tour fares but not utilized by the tour member.

**Accommodation:**

Standard rooms with private bath or shower are provided throughout the tour. Single rooms are available at an extra supplement as indicated in our current price guide. Accommodation specified serves only as a guideline, & the right is reserved to offer alternative accommodation on similar class. Special note: Please note that the operator will be entitled at any time to change the published hotels, camps, dates, itinerary etc. subject to prevailing conditions & unforeseen circumstances. Any resultant expense will be borne by the client & any saving will be refunded to the client.

**Child policy:**

Child rates are based on sharing the same room with two adults. Please note that not all tours are designed for the participation of children under the age of 12 years, please refer to our current price guide for details.

**Check-in/check-out times:**

Generally, irrespective of your arrival/departure times, hotel rooms will not be made available until Noon & 3.00pm and must be vacated between 10.00am & Noon. Day rooms can be booked but are subject to availability & extra cost.

**Transportation:**

The airlines & other carriers concerned provide transport timings. They are subject to change as a result of air traffic control restrictions, weather conditions, operational/maintenance requirements & the requirement for passengers to check in on time. Fairhead Kenya Limited cannot be held responsible for if there is any change to a departure or arrival time shown in their website, tours or on any ticket. Similarly, we cannot make any special arrangements for you if you are delayed since such matters are at the sole discretion of the airline or any other carrier concerned.

**Insurance:**

We recommend that you take the following travel insurances prior to your departure: Baggage Loss & Pilferage, Trip Cancellation, Medical & Emergency evacuation, Accidental death & disability.

**Participation:**

Please also ensure that you take all appropriate medical advice prior to departure as to whether or not you are fit enough to take the trip booked.

Persons not fit for long trips due to disease, chronic illness, physical handicap, advance pregnancy or mental illness should not participate in these rigorous travel programs.

Malaria is endemic in most African regions & we recommend that you consult your physician for advice on the appropriate Malaria prophylactics available prior to departure.

**Risks:**

Fairhead Kenya Limited draws your attention to the fact that there are certain inherent risks involved in participating in the type of trips sold by Fairhead Kenya Limited and that you accept them at your own risk.

**Force Majeure:**

This means, in relation to Fairhead Kenya Limited, any circumstances beyond the reasonable control of Fairhead Kenya Limited [including but without limitation, acts of Nature, explosion, flood, tempest, fire, accident, war or threat of war, sabotage, civil disturbance, requisition, sickness, quarantine, government intervention, weather conditions or other untoward occurrences. If Fairhead Kenya Limited is affected by Force Majeure it shall notify you of the nature and extent thereof. Fairhead Kenya Limited shall not be deemed to be in breach of these terms and conditions or otherwise be liable to you, by reason of delay in performance or by non performance, of any of its obligations hereunder to the extent that any such delay or non-performance is due to any Force Majeure.

**Airline clause:**

Airlines are not to be held responsible for any act, omission, or event during the time passengers are not onboard their planes or conveyances. International air carriers are also subject to international air conventions limiting their liability. These limitations are explained on the reverse side of the airline ticket which, when issued, constitutes the sole contract between the airlines and their passengers.

**Flight confirmations:**

Please re-confirm your onward flights with the outgoing carrier at least 72 hours prior to departure; otherwise there will be an automatic cancellation of your reservation.

**Special requests:**

Your special request (e.g. Diet, particular room, seating etc.) should be put in writing. We shall forward it to our suppliers, however no special request can be guaranteed.

**Travel Documents:**

It is the sole responsibility of the customer to ensure that his/her travel documents, visa, inoculations etc. are in order prior to departure. Fairhead Kenya Limited is not liable if you fail to have the required documents.

**Alterations & Delays:**

Although unlikely, we may occasionally have to change or cancel your holiday arrangements & we reserve the right to do so at any time. This could be due to prevailing conditions or unforeseen circumstances. The company does not hold itself liable for delays prior to departure or during the course of any holiday, whether brought about by unforeseen contingency or other causes beyond our control.

**Consent:**

The advance payment OR any other partial payment for a reservation on a tour constitutes consent to all provisions of this contract. The terms under which you agree to take these travel services cannot be changed or amended except in writing signed by an authorized officer of Fairhead Kenya Limited.

**Responsibilities:**

The right is reserved to alter or modify itineraries or hotel accommodation in any way necessary, & to cancel the same without any notice in the interest of the tour members. Fairhead Kenya Limited ACT ONLY AS A BOOKING AGENT FOR VARIOUS COMPANIES & HAVE NO LIABILITY WHATSOEVER FOR ANY ASPECT OF THE ARRANGEMENTS &, IN PARTICULAR, HAVE NO RESPONSIBILITY FOR ANY DEATH, PERSONAL INJURY, DELAY, DAMAGE, ACCIDENT OR LOSS OF WHATEVER NATURE YOU MAY SUFFER. There will be no compensation from changes or cancellation if the same are due to natural disasters, civil disturbances, quarantine etc. of which we have no control. Fairhead Kenya Limited is not liable for any act of omission, default or defect of themselves, their employees & agents, for any loss, damage or injury to persons or goods however they may be caused & also for the accuracy of any information forwarded by the travel services of their agents.

**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.

**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.