



## CANCELLATIONS TERMS AND CONDITIONS FOR SATAO ELERAI LTD

These conditions apply to bookings with *Satao Elerai Ltd*. In case *Satao Elerai Ltd* has explicitly agreed by signed agreement to conditions that divert from the below, such explicitly agreed conditions will prevail.

### **Booking confirmation**

By sending a booking request you confirm to have read these booking conditions and agree to be bound by them. *Satao Elerai Ltd* only accepts booking requests in writing/per email. Booking requests through telephone, skype or other form of communication are not accepted.

A booking is made once *Satao Elerai Ltd* has sent a written/email confirmation of the booking to you *Satao Elerai Ltd* reserves the right to refuse bookings at its sole discretion and all Bookings are subject to full compliance with these terms.

### **Provisional bookings**

If *Satao Elerai Ltd* has not received confirmation of the Booking from you per email prior to the expiry date of the provisional hold, then the booking will be released automatically without notification:

\*if booked 2 or more months before the date of arrival: provisional Bookings expire 10 days after the Booking was created

\*if booked less than 2 months before the date of arrival: provisional Booking expires 5 days after the Booking was created

Bookings can be put on a waitlist. Provisional Bookings may only be extended subject to there being no waitlisted bookings, such extension is deemed to be a new Booking.

### **Deposit and Payment**

A deposit of 20% of the invoice amount must be received by *Satao Elerai Ltd* within 30 days of the Booking and the remainder must be paid at least 60 days prior to the date of arrival (in accordance with the payment terms below). If a Booking is made within 60 days of the date of arrival, the full invoice amount has to be paid within 5 days of the date of the Booking. Notwithstanding the below cancellation policy and any other rights it may have, *Satao Elerai Ltd* may release all your Bookings in the event of non-compliance hereof. Any applicable bank charges are for your expense and *Satao Elerai Ltd* is entitled to setoff due amounts with any amounts received from, or held on behalf of, you on whatever grounds.

### **Cancellation policy**

Cancellations or amendments of Bookings must be received by *Satao Elerai Ltd* in writing/per email to be effective. In the event of cancellation or amendment of a Booking after Confirmation by you the following policy will apply:

\* From Confirmation up to 61 days prior to arrival - 10% of the invoice amount will be payable

\* 60 to 31 days prior to arrival - 50% of the invoice amount will be due and payable

\* 30 days or less prior to arrival - 100% of the invoice amount will be due and payable

\* No refunds will be made in case of late arrival or no show

SATAO ELERAI LTD. KRA PIN: P051225388L

P.O.Box 90653-80100, Mombasa - KENYA

T: +254 20 2434600 /1 / 2 / 3 E: camp@sataoelerai.com www.sataoelerai.com

Directors: T.P Rune, M.J.Kearns (British), C. Modigell (German), D.K.J.C. Sasan (Indian), A.R. Brenneisen (Swiss)



Method of payment for Kenyan operators:

Payments have to be made by cheque or directly to the *Satao Elerai Ltd* account specified below by bank transfer

\* Cheques should be made payable to: Satao Elerai Ltd

\* Transfers should be made to: US\$ Account: 1005068122 or KSH Account: 1005067916

Bank: NCBA Bank Kenya

Branch: Nkurumah

Swift code: CBAKENX

Method of payment for international operators:

Payments have to be made to the *Satao Elerai Ltd* account specified below by bank transfer

\* Transfers should be made to: Beneficiary Bank: NCBA Bank Kenya PLC

Beneficiary address - PO Box 90653, Mombasa, Kenya

US\$ Account number - 1005068122

Swift code - CBAFKENX

Bank address - Ground Floor, NSSF Building, Nkurumah Road, Mombasa

(Only If Applicable): Correspondent Bank: Standard Chartered Bank

Swift code - SCBL US 33

Account Number - 3582021752001

### **Check in and departure times**

Check in is available from 12pm onwards and departure is required by 10am on the scheduled day of

arrival/departure. In the event of late departures where clients wish to keep their room a fee of 75% of the applicable per night rate will be applied.

### **Itinerary changes**

Satao Elerai Ltd will do its utmost to assist in minimizing the disruption of itineraries booked through Satao Elerai Ltd in case of cancellations, changes or delays due to any of its 3rd party service providers, however any costs incurred in relation thereto will be borne directly by you or your client.

### **Changes in rates**

Under normal circumstances *Satao Elerai Ltd* wishes to respect agreed rates, but reserves the right to change the rates and terms at any time due to circumstances out of its control (such as, but not limited to, fuel prices, exchange rates, camping/concession fees, service levies or tax increases). In case of material changes caused by government bodies and/or other similar bodies that cannot be influenced by *Satao Elerai Ltd* that would lead to severe losses endangering economically sustainable operations it reserves the right to also change the rates on confirmed and paid Bookings. Any 3rd party rate increases after Confirmation - such as, but not limited to, changes in prices of flights booked - will be fully payable by you.

### **Insurance & other**

By booking with *Satao Elerai Ltd* you specifically accept the responsibility to ensure, and warrant, that all your clients individually are adequately insured (also considering the inherent risk involved in going on safari and travelling in wildlife areas) for amongst others cancellation, medical assistance, evacuation, damages and repatriation. You hereby confirm that you have informed your clients that they are obliged to, and you guarantee that they will, sign a customary indemnity form including their medical insurance details upon arrival. You are aware of and agree to the contents of such form.

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### **Force Majeure**

*Satao Elerai Ltd* will notify you as soon as practicable when it is affected by a Force Majeure. *Satao Elerai Ltd* shall not be deemed to be in breach of your Booking or these conditions or otherwise be liable to you, by reason of delay in performance, or by nonperformance of any of its obligations hereunder to the extent that any such delay or non-performance is due to any Force Majeure. If *Satao Elerai Ltd* is affected by Force Majeure it shall be entitled to, on its sole discretion, cancel or vary any arrangements or itinerary in relation to your Booking. Payment of any refund by *Satao Elerai Ltd* as a result of the non-performance of any of its obligations hereunder shall remain its sole and absolute discretion. "Force Majeure" means, in relation to *Satao Elerai Ltd*, any circumstances beyond its reasonable control (including, but without limitation, war or threat of war, sabotage, civil disturbance, or requisition, acts of God, fire, accident, flood or explosion, sickness, quarantine, Government intervention, weather conditions or other untoward occurrences).

### **General**

Failure of *Satao Elerai Ltd* to enforce any provision of these booking conditions shall not constitute a waiver of such provision or affect *Satao Elerai Ltd's* right to enforce that or any other provision in the future. If any provision of these booking conditions is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

If there are any provisions, in these booking conditions that may qualify as a penalty in terms of any applicable law in relation to any act or omission by you or your clients, *Satao Elerai Ltd* expressly reserves its right to recover damages in lieu of the relevant penalty."

### **Disputes and governing law**

To the extent permitted by applicable law, these booking conditions and each Booking are governed by the laws of Kenya. Any claims in relation to a Booking or these conditions (including reservations, payments) should be made in writing/email to *Satao Elerai Ltd* as soon as possible, but in any case within 10 days of its occurrence, to allow us to assist in solving the issue jointly in good faith. Additionally, any claims or complaints in relation to our service need to be made immediately upon its occurrence by you or your client to camp management or your contact at our sales office, to allow for an adequate solution of the matter. To the extent permitted by applicable law, any disputes in relation to these conditions or a Booking that cannot be resolved amicably will be resolved in Kenya under its governing laws.

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