



# Jossy Travel

## **1. CONTRACTING PARTIES**

These Terms and Conditions are legally binding between the Client(s), hereinafter referred to as *'The traveller(s)'* and Jossy Travel hereinafter referred to as *'The Company'*

## **2. ACCEPTANCE OF THESE TERMS:**

Acceptance of a quotation from The Company signifies acceptance of these Terms and Conditions, which shall take effect as soon as the Company issues the traveller(s) with the final quotation.

## **3. ACCOMMODATION & MEALS:**

Save as otherwise provided by these terms, all accommodation, room type(s), meals and other specifications are in accordance with the itinerary provided by The Company.

## **4. TRANSFERS:**

Transfers are provided on arrival at the port of entry, at departure to the Port of departure, and only in accordance with and as specified in the itinerary.

## **5. ITINERARY:**

Accommodation and arranged sightseeing are subject to change at any time due to unforeseen circumstances or circumstances beyond The Company's control.

Every effort will be made to operate tours as planned, but alterations may occur after the final itinerary has been issued.

The Company also reserves the right, with consultation and mutual agreement with the travellers, to withdraw a tour or any part of it, to make such alterations to the itinerary or the tour inclusions as it deems necessary or desirable, and to pass on to tour members any expenditures or losses caused by delays or events beyond its control.

In case of any appreciable variation in the tour price due to these circumstances, The Company reserves the right to adjust the tour costs as necessary.

### **5.1 TRANSPORTATION & ACCOMMODATION:**

Transportation and accommodation will be booked and reserved as specified in the itinerary.

- 5.1.1 All transport and accommodation arrangements shall be confirmed to the traveller upon payment of the deposit.



# Jossy Travel

- 5.1.2 Travelers shall be picked on arrival at the Port of entry and shall be dropped off at the Airport on their date of departure and in accordance with the itinerary.
- 5.1.3 In the event that the Company fails to pick up or drop off the Travelers as per sub clause 5.1.2 above, the travellers shall be entitled to a refund of the transport cost at prevailing market rates.
- 5.1.4 In the event that the Company fails to reserve accommodation for the Travelers as per sub clause 5.1.2 above, the travellers shall be entitled to a refund of the accommodation costs.
- 5.1.5 The stipulations of Clause 5 of these Terms and Conditions remain subject to Clause 21.

## 6. SPECIAL REQUESTS:

Specific requests should be made at the time of booking. Please note that every effort will be made to secure special requests; however, they cannot be guaranteed.

## 7. BAGGAGE:

The Company provides baggage handling in line with the specifications stated in the quotation. International/ domestic flight stipulations as to baggage weight restrictions shall apply; details of which will be provided with our pre-tour documentation. Baggage and personal effects are at the owner's risk throughout the tour, and The Company assumes no liability for lost or damaged baggage. Baggage insurance is, therefore, strongly advised. Please check with your international carrier for other baggage restrictions applicable to your international flight.

## 8. TAXES, TIPS, AND GRATUITIES:

Hotel taxes as imposed by the local and national governments are included in the Company's tour prices. Airport taxes are only included where specified in the itinerary. Gratuities for guides, drivers, porters, camp staff, ship crew and Tour Managers are not included and are at the discretion of the traveller.

## 9. EXCLUSIONS:

The cost of obtaining passports, visas, excess baggage charges, items of a personal nature such as drinks, laundry, telephone calls, fax charges and excess baggage charges unless expressly included in writing, are not included in the tour price, and shall be borne by the traveller.

## 10. PRICES & ARRANGEMENTS:

The tour price includes planning, handling and operational charges and is quoted based on the current rates of exchange and tariffs. Entrance fees as part of scheduled sightseeing tours are also included in this price. This price is subject to revision in line with significant changes in foreign currency, tariff rates, taxes etc.



# Jossy Travel

## **11. PHOTOGRAPHY:**

During the operation of its tour packages, The Company reserves the right to take photographs during the operation or part thereof and to use them for promotional purposes. By booking tour packages with The Company, travellers agree to allow their images to be used in such photographs. Travelers who would rather not have their images so taken or used are asked to identify themselves to The Company before final payment, and they will be exempted from this photography waiver clause. The use of drones for photography, or any other purpose, is forbidden on any of the Company trips unless permission has been previously sought from, and granted, by The Company.

## **12. DESCRIPTIONS AND IMAGERY:**

As much as is practicable, all photographs, images and descriptions used by The Company online and within promotional documentation are so presented to depict a true and accurate reflection of your holiday destination. However, due to circumstances beyond the Company's control, some destinations will change in appearance throughout the year and so may appear to have varied at the time of your stay; owing for example, to adverse weather. While The Company will, of course, make every attempt to notify you in advance of your trip as to whether such instances have impacted the accommodation or its surroundings, this is subject to the Company having been made aware of the same, and The Company shall not be held liable in this regard.

## **13. SURVEILLANCE AND SECURITY:**

Please note that in some properties, surveillance cameras and security equipment may be installed inside and/or outside the property, which may have the capability to monitor or record images remotely and/or sound. If you have any concerns or issues with this, you must inform our team before your trip.

## **14. ACTIVITIES**

The Company may pre-book some activities. However, should you wish to participate in other or additional activities we strongly advise that you book in advance to avoid disappointment. Some activities, most notably those that are boating and water-related, are subject to weather and water levels. The Company cannot be held responsible should such activities be amended and/or cancelled as a result of such matters, over which The Company has no control.

## **15. REGISTRATION:**

A non-refundable deposit is required at the time of booking. The deposit, which is ordinarily the equivalent of 50% of the tour price, shall nonetheless be specified at the time of booking. The remainder of the tour cost is payable on the date shown on your quotation, normally 60 days before the date of departure. If the reservation is made after the date of the booking, the entire tour price must be paid at the time of confirmation.

Jossy Travel Ltd - Marcus Gavey Rd, Fatima Flats Suite 9, PO BOX 26587, 00504, Nairobi Kenya

Disclaimer

The exact order, contents and rates of this tour is subject to availability and seasonal rates.  
The operator will suggest a comparable alternative if your initial selection is not available



# Jossy Travel

## 16. PAYMENT METHOD:

Payments may be made through the following methods: – Credit card, wise.com, -Cheque – Bank transfer.

The Company cannot guarantee that all payment methods will be accepted.

The Company shall, therefore, advise on the most suitable payment method at the time of deposit.

1. For payment by credit card, The Company reserves the right to charge a levy of up to 3.1%.
2. Travelers are liable for all bank and related transaction charges.

## 17. CANCELLATION:

All cancellations must be in writing and received by The Company's Tour Consultant.

17.1 Unless otherwise specified in your quotation, the following cancellation terms will apply to your booking:

- 17.1.1 Cancellations received between the date of booking and 60 days before departure will NOT result in the loss of deposit.
- 17.1.2 Cancellations received 60 – 46 days before departure will be subject to a cancellation charge of 15% of the tour price.
- 17.1.3 Cancellations received 45 – 29 days before departure will be subject to a cancellation charge of 25% of the tour price.
- 17.1.4 Cancellations received 28 – 15 days before departure will be subject to a cancellation charge of 50% of the tour price.
- 17.1.5 Cancellations received 14 days or less before departure will be subject to a forfeiture of the entire tour price.
- 17.1.6 If the traveller cannot travel due to Covid-19, he or she will be allowed to schedule the trip to another date of their choice.

17.2 Cancellation of airline tickets will be subject to the refund policy of the particular airline and may be greater than the percentages above; particularly when low cost/net-based fares are used.

17.3 The purchase of special event tickets is subject to the refund policy of each particular event. Please refer to the specific event policy for details.

17.4 The Company reserves the right to charge for financial penalties, fees and losses incurred in excess of your cancellation fee as a result of cancellation.

## 18. FORCE MAJEURE

- 18.1 Force majeure means unusual and unforeseeable circumstances beyond The Company's control or the control of our suppliers, the consequence of which neither the Company nor its suppliers could avoid even



# Jossy Travel

with all due care, including, but not limited to, war, threat of war, riot, civil strife, terrorist activity (actual or threatened), industrial dispute, unavoidable technical problems with transport, machinery or equipment, power failure, changes imposed by rescheduling or cancellation of flights by an airline, natural or nuclear disaster, fire, flood, drought, adverse weather conditions, epidemics or outbreaks of illness and level of water in water bodies.

- 18.2 In the event of a cancellation or material alteration to the trip as a result of the circumstances as described in this clause, The Company may in their sole and absolute discretion: a) offer the traveller (s) alternative travel arrangements or products of comparable standard as may be appropriate in the circumstances; or b) if The Company does not offer alternative travel arrangements or products, The Company will make a prompt proportional refund of monies paid by the traveller.
- 18.3 The Company may, however, charge a reasonable fee to cover the administration costs associated with providing alternative travel arrangements or products.

## 19. CANCELLATION BY THE COMPANY

The Company reserves the right in any circumstances to cancel your holiday for any reason. However, we will not cancel your hotel arrangement less than 60 days before your departure date, except for reasons of *force majeure* or failure by you to pay the final balance. If you fail to pay the balance of the holiday price at least 60 days before departure, The Company will treat your booking as cancelled and levy the cancellation charges set out in clause 18 above.

- 19.1 Should the Company be obliged to cancel your holiday in any other circumstances before departure, The Company will use its best endeavours to offer alternative arrangements of equivalent or very closely similar standard and price, if available; travel arrangements of a lower standard and a refund of the difference in price; or will give you a full and prompt refund of all monies paid.

## 20. CLAIMS AND REFUNDS:

Refunds are not made for any missed services, except for verifiable extenuating circumstances. Please see our LIMITS ON Jossy Travel RESPONSIBILITY clause below. For verifiable claims to be considered, they must be received in writing within 30 days of the termination of the package tour. Any adjustment considered will be based on the actual price of the services involved and not on a per diem basis. Adjustments will not be made for unused sightseeing trips or meals. The Company will not accept any liability for any claims that are not received within 30 days of the termination of your package tour. All claims for days missed while travelling should be made in writing within 30 days of the package tour. Any payment made by The Company, either by way of refund or as the result of a successful claim, will be limited to, and not exceed, the sums retained by The Company in respect of the related booking.



# Jossy Travel

## **21. LIMITS ON Jossy Travel RESPONSIBILITY:**

Jossy Travel., its employees, shareholders, officers, directors, successors, agents and assigns (collectively referred to as 'The Company'), does not own or operate any entity which is to or does provide goods or services for your trip with the exception of a limited number of vehicles. It purchases transportation (whether by aircraft, coach, train, vessel or otherwise), hotel and other lodging accommodations, restaurant, ground handling and other services from various independent suppliers. All such persons and entities are independent contractors. As a result, The Company is not liable for any negligent or wilful act of any such person or entity or of any third person. In addition and without limitation, The Company is not responsible for any injury, financial or physical loss, death, inconvenience, delay or damage to personal property in connection to the provision of any goods or services whether resulting from but not limited to acts of God or *force majeure*, illness, disease, acts of war, civil unrest, insurrection or revolt, animals, strikes or other labour activities, criminal or terrorist activities of any kind, overbooking or downgrading of services, food poisoning, mechanical or other failure of aircraft or other means of transportation or for failure of any transport mechanism to arrive or depart on time. There are many inherent risks in adventure travel of the type involved here, which can lead to illness, injury or even death. These risks are increased by the fact that these trips take place in remote locations, far from medical facilities. If you decide to participate in any activities including, but not limited to, any excursions involving animals, riding on animals, Scuba diving, snorkelling, boating, hot air ballooning, zip-lining, high altitude treks, climbing, quad biking, parasailing, parachuting, kayaking, white-water rafting, primate tracking and any activity which the Company considers to carry inherent risks of serious illness, injury or death ("Activities") then you fully understand and acknowledge that Activities carry with them various inherent risks, including serious illness, injury or death and you take complete responsibility for your health and safety and agree to assume all risks of injury, illness or death, whether foreseen or unforeseen that may befall you as a result of participating in any Activities and agree to release The Company and its affiliates, their agents, employees and representatives from any liability whatsoever related thereto, to the fullest extent permitted by law. Further, as consideration for being permitted to participate in the Activities, you release The Company, whether known or unknown, from, and agree not to sue or make a claim against The Company for property damage, cancellation of any activities, illness, negligent rescue operations or procedures, personal injury or death arising from your participation in the Activities, and any activity related thereto, including transportation to and from the site of the Activities, regardless of whether such property damage, illness, personal injury, or death results from the negligence of The Company (but not its reckless, wilful, or fraudulent conduct) and/or from any defect in equipment. You further agree to indemnify and hold The Company harmless with respect to any claim made against The Company by anyone else which a) related to your participation, or b) would be subject to the above release and covenant not to sue if you had made this claim directly yourself.



# Jossy Travel

## **22. HEALTH PRECAUTIONS:**

Please ensure that you consult your physician about anti-malaria precautions and other inoculations and vaccinations before travel. Where applicable, please ensure that while travelling you carry a valid Yellow Fever certificate.

## **23. TRAVEL ADVISORIES/WARNINGS:**

It is the responsibility of travellers to become informed about the most current travel advisories and warnings by referring to their respective government agencies. In the event of an active State Department or government agency Travel Warning against travel to specific destination location(s) of the trip, should the traveller still choose to travel, notwithstanding any travel advisory or warning, the traveller assumes all risk of personal injury, death or property damage that may arise out of the events like those advised or warned against.

## **24. TRAVELLERS' REPRESENTATIONS:**

If you or any member of your party has any medical problem or disability which may affect your stay, please provide us with full details before we confirm your booking so that we can try to advise you as to the suitability of your chosen arrangements. We may require you to produce a doctor's certificate certifying that you are fit to participate in the tour. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking, or in the event you failed to give us full details at the time of booking, at our discretion, we may cancel the booking and impose applicable cancellation charges when we become aware of these details.

## **25. AIR TRANSPORTATION:**

Airlines concerned are not to be held responsible for any act, omission or event occurring while passengers are not on board their aircraft. International air carriers are also subject to international air conventions limiting their liability. These limitations of liability are explained on the e-ticket or on the reverse of the airline ticket, and when issued, this constitutes the sole contract between the respective air carrier(s) and their passengers. While staying alive to the likelihood that airlines overbook their flights, we, therefore, recommend that you check-in online as soon as online check-in is made available by the airline. If you do not book in online, or for any reason are unable to do so, we recommend that you are at the airport to check-in 3 hours before departure as airlines may reallocate seats in the event of late check-in and arrivals. Please note that the Company is unable to check you in, and it is your responsibility to ensure you are checked in within the appropriate time. The Company is neither responsible nor liable if you are downgraded to a lesser airline class as a result of the airline overbooking the class in which you are booked. Seat reservations are at the discretion of the airline and may be changed at any time without notice.



# Jossy Travel

## **26. PASSPORTS & VISAS**

Please note that passport holders are responsible for obtaining the required documentation applicable for entry. Please also note that passports must be valid for at least six (6) months after completion of your journey and should also have sufficient blank pages for visas and immigrations stamps. The Company cannot be held responsible should you be denied entry to a country due to noncompliance with these requirements. Should you require specific information ahead of travel, please consult the travel advice produced by the government of your home jurisdiction, as well as that of the government who issued the passport and/or visa under which you intend to travel.

## **27. TRAVELLING WITH CHILDREN**

We recommend that if you are travelling with a child that does not share your surname, to minimize the possibility of disruption to your travel plans, you travel with documentation that proves your relationship to the child as well as documentation that proves that you have permission to travel with them. The Company cannot be held responsible should you or any member of your travelling party be denied entry to a country due to non-compliance with these requirements. Should you require further specific information ahead of travel, please consult the travel advice produced by the government of your home jurisdiction, as well as that of the government who issued the passport and/or visa under which you intend to travel. Due to the nature of some of the excursions and activities involved in The Company's trips, minimum age requirements are in place at some destinations. Additionally, some accommodations may require that children below a certain age share a room with an adult. Such circumstances vary and will be specified within your itinerary, ahead of travel, and at the time of booking.

## **28. TRAVEL INSURANCE:**

The Company strongly recommends that all clients take out comprehensive travel insurance before the date of travel. This insurance should cover cancellation and curtailment, all medical expenses including evacuation/repatriation, personal baggage, personal liability, death and permanent disability as well as travel document insurance.

## **29. ARBITRATION AGREEMENT:**

Any claim arising out of or relating to these Terms and Conditions, to the Limits on The Company's Responsibility clause, to the brochure, to any information relating in any way to the trip, to the trip itself or to any products, packages or services related to the trip, shall be settled in the first instance by binding arbitration in the applicable legal forum as detailed in clause 32 of these Terms and Conditions. In lieu of a personal appearance at arbitration, the arbitration may be conducted by telephonic means. Arbitration is the exclusive forum in the first instance for





# Jossy Travel

dispute resolution, and except as otherwise provided by statute, each party shall bear its costs and expenses and an equal share of the arbitrator and administrative fees.

### **30. APPLICABLE LAW AND FORUM:**

All disputes and claims shall be governed by the law of Kenya and shall be subject to the exclusive jurisdiction of the Courts of Kenya. Without derogating from the generality of the foregoing, in the event that (despite this clause, and without detracting from the parties' express agreement that Kenyan courts shall have exclusive jurisdiction) it is decided by a competent court that a dispute or claim is not to be governed by the law of Kenya or is not subject to the jurisdiction of a Kenyan Court, then the laws of the African country wherein the incident giving rise to the dispute or claim arose shall govern that dispute or claim, and that country's courts shall have jurisdiction to the exclusion of all others. No dispute or claim of any nature whatsoever shall be subject to laws or the jurisdiction of any court other than a court in Kenya, Tanzania, Rwanda, South Sudan, Ethiopia or the Democratic Republic of Congo.