



# Terms and Conditions

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## 1. Product & Services

By booking or participating in a Woni Safaris Tour or any Travel products and related services operated by Woni Safaris Ltd, you agree to these Terms & Conditions (the "**Terms**").

**Woni Safaris Ltd.** (for purposes of these Terms, collectively "**WSL**") will provide educational enrichment as outlined in its catalog and on its websites (wonisafaris.com & wonisafaris.be). The Tour Operator is solely responsible for arranging and providing all the services and accommodations offered to you in connection with the Tour.

By booking a Tour you acknowledge that you have read, understand and agree to be bound by these Terms. If you make a booking on behalf of other participants, you guarantee that you have the authority to accept and do accept these Terms on behalf of the other participants in your party.

## 2. THE BOOKING CONTRACT

Your booking is confirmed, and a contract exists when Woni Safaris or your Authorized Travel Agent issues a written confirmation after receipt of the applicable deposit amount. Please check your confirmation carefully and report any incorrect or incomplete information to the Tour Operator or authorized agent immediately. Please ensure that names are exactly as stated in the relevant passport.

You must be at least 18 years of age to make a booking. You agree to provide full, complete and accurate information to the Tour Operator.

## 3. BOOKING ON BEHALF OF OTHERS

By booking on behalf of other participants, you are deemed to be the designated contact person for every participant included on that booking. This means that you are responsible for making all payments due in connection with your Tour booking, notifying Woni Safaris or your Authorized Travel Agent if any changes or cancellations are required and keeping your party informed.

By booking on behalf of another person or persons, you represent and warrant that you have obtained all required consents. You are responsible for verifying that any information you provide on behalf of another participant is complete and accurate and the Tour Operator will under no circumstances be liable for any errors or omissions in the information provided to complete a booking.



#### 4. REQUIRED MEDICAL INFORMATION

You must provide any medical information reasonably requested by the Tour Operator. Medical Forms are mandatory for certain Tours. If you have any pre-existing medical conditions which may impact their ability to travel, participate in a Tour activity to remote areas without access to medical facilities or may adversely affect the experience of others on your Tour, it's recommended that you inform Woni Safaris through E-MAIL: [info@wonisafaris.com](mailto:info@wonisafaris.com) prior to or at the time of final payment for the applicable booking.

Woni Safaris reserves the right to request further information or professional medical information where necessary, as determined in its discretion, for your safety or the safe operation of a Tour.

Woni Safaris reserves the right to deny you permission to travel or participate in any aspect of a Tour at any time and at your own risk and expense where the Tour Operator determines that your physical or mental condition renders you unfit for travel or you represent a danger to yourself or others.

You are responsible for assessing whether a Tour is suitable for you. You should consult your physician to confirm your fitness for travel and participation in any planned activities. You should seek your physician's advice on vaccinations and medical precautions. The Tour Operator does not provide medical advice. It is your responsibility to assess the risks and requirements of each aspect of the Tour based on your own unique circumstances, limitations, fitness level and medical requirements.

Travel with the Tour Operator may involve visiting remote or developing regions, where medical care may not be easily accessible and medical facilities may not meet the standards of those found in your home country. The condition of medical facilities in the countries you may visit on your Tour varies and the Tour Operator makes no representations and gives no warranties in relation to the availability or standard of medical facilities in those regions.

#### 5. SPECIAL REQUIREMENTS

Any special requirements must be disclosed to the Woni Safaris at the time of booking. Woni Safaris will use reasonable efforts to accommodate special requirements or requests but this is not always possible given the nature of the destinations visited and availability of options outside a planned itinerary. Certain activities may be inaccessible to you if your mobility is limited in any way. All food allergies and dietary restrictions must be disclosed to Woni Safaris at the time of booking, but Woni Safaris cannot guarantee that dietary needs or restrictions can be accommodated. Any special requests or requirements do not form part of these Terms or the contract between you and Woni Safaris and the Authorized Travel Agent is not liable for any failure to accommodate or fulfill such requests.



## 6. AGE REQUIREMENTS

Anyone under the age of 18 on the date of first travel is considered to be a minor. Minors must always be accompanied by an adult. One adult may accompany several minors. Unless otherwise indicated in the Tour description or by Woni Safaris, the minimum age for minors travelling on any Tour is 8 years old.

All bookings with a minor are subject to review and approval by the Woni Safaris. If the consent of a parent, guardian or any other person is required by applicable law for any minor to travel, the accompanying adult is responsible for securing all consents, documentation and ensuring that they and the minor(s) meet all legal requirements to travel, to enter into and depart from applicable countries and regions. Woni Safaris will not be responsible for any fees, damages, or losses incurred as a result of any failure to secure necessary consents, permits, and approvals.

Each adult on a booking with a minor or minor(s) is jointly and severally responsible for the behavior, wellbeing, supervision and monitoring of such minor(s), and jointly and severally accepts these Terms for and on behalf of any minor(s) on their booking, including all assumptions of risk and limitations of liability. Woni Safaris does not provide care services for minors and expressly disclaims any responsibility for chaperoning or controlling any minor(s).

## 7. MANDATORY INSURANCE REQUIREMENTS

**YOU MUST HAVE TRAVEL INSURANCE WITH A MEDICAL, EVACUATION AND REPATRIATION COVERAGE** covering all applicable dates of travel with Woni Safaris. This insurance must cover personal injury and emergency medical expenses. On the first day of each Tour, a representative of Woni Safaris will verify that you have sufficient insurance in place. You are strongly recommended to extend your coverage to include cancellation, curtailment, and all other expenses that may arise as a result of loss, damage, injury, delay or inconvenience while traveling. You acknowledge that insurance coverage is not included in the cost of any Tour offered by Woni Safaris and you are required to obtain separate coverage at an additional cost. It is your responsibility to ensure that you have sufficient coverage and comply with the terms of the applicable insurance plans. You are responsible for advising your insurer of the type of travel, destination(s) and activities included in your booking so that the insurer may provide appropriate coverage.



## 8. PRICES, SURCHARGES AND TAXES

The published price of the Tour and any products or services offered by Woni Safaris is subject to change at any time, before or after booking confirmation, up to 90 days before departure. Tours are priced and advertised inclusive of applicable sales taxes.

After a confirmation invoice has been issued by the Woni Safaris, we reserves the right to impose surcharges on any products or services booked for reasons arising from increases in transportation costs, fuel costs, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airport charges, local operator costs, currency and exchange fluctuations, increases in taxes, or government action which impacts the price of the applicable products or services; provided however, Woni Safaris will only do so where the increase in question is greater than 2% of the original price paid for the products or services (excluding add-ons, insurance, and taxes). Upon learning of the necessity to impose a surcharge in accordance with this section Woni Safaris will provide notice to you as soon as reasonably possible.

Where the increase in price is greater than 15% of the original price of the applicable products or services (excluding add-ons, insurance and taxes), you may choose to either:

- (a) cancel the applicable booking without incurring any penalty; or
- (b) accept the change of price.

You must notify Woni Safaris of your choice within 5 working days of receipt of notice of the increase or you will be deemed to have accepted the price change and will be liable for payment of the increase.

From time-to-time Woni Safaris may offer reduced pricing on certain products or services. Reduced pricing applies only to new bookings. Bookings where payment of at least a deposit has been received by Woni Safaris are not entitled to reduced pricing.

## 9. VALIDITY

All dates, itineraries and prices of Tours are subject to change at any time and the current price will be quoted and confirmed at the time of booking, subject to any surcharges that may be levied in accordance these Terms.

You acknowledge that you are responsible for keeping up-to-date on the specific details of your Tour and any other products or services, including, but not limited to checking Woni Safaris website at least 72 hours prior to departure as minor changes may have been made after the time of booking.



## 10. DEPOSITS

At the time of booking, a non-refundable deposit of 30%, as applicable, per Tour is due to Woni Safaris or Authorized Travel Agent. If the booking is made 90 days or less prior to departure, full payment is due at the time of booking. The deposit should be sent to Woni Safaris or your Authorized Travel Agent, as applicable.

When certain products or services offered by Woni Safaris Ltd are of combined countries of ground operations, you may be required to provide a higher deposit or make full payment at the time of booking. Woni Safaris or Authorized Travel Agent will advise you of any such requirements prior to confirmation of the applicable booking.

## 11. DETAILS REQUIRED FOR BOOKING

As a condition of booking, you must provide the information requested by Woni Safaris along with final payment. If you fail to provide all required information prior to the date on which full payment is due, an administrative fee of 5% will be charged for any costs incurred by Woni Safaris or Authorized Travel Agent as a result of your failure to provide the required information. If you fail to supply information required by Woni Safaris for air tickets, permits, or other inclusions, you will also be liable for any costs, fees or losses including failure to obtain or provide that inclusion. In the event that you fail to supply information required by Woni Safaris, Woni Safaris also reserves the right to treat your booking (or the relevant component of your booking) as cancelled and levy any cancellation fees deemed reasonable by Woni Safaris, in its sole discretion. The information required by Woni Safaris will vary by Tour and will be communicated to you or to the Authorized Travel Agent during the booking process. Woni Safaris will not be held responsible for any fees you incur as a result of errors, omissions, inaccuracies, late, misplaced or otherwise incomplete information you have provided.

## 12. AIRFARE

Tour prices do not include international or other airfare unless expressly mentioned in the Tour's descriptions. Woni Safaris or your Authorized Travel Agent will quote the for the travel dates requested at the time the quote is prepared. Quotes provide an estimate only and are not a firm price commitment by Woni Safaris or your Authorized Travel Agent or the applicable air carrier(s).

Woni Safaris or your Authorized Travel Agent acts only as a sales agent for the applicable air carrier and the air carrier terms and conditions apply to the purchase and use of the air travel ticket. Please consult the air carrier's applicable terms and conditions and conditions of carriage for complete information including applicable cancellation terms. Woni Safaris or your Authorized Travel Agent is not responsible for changes in air itineraries or flight times and does not provide advice or alerts regarding air travel tickets, flight status or delays.



### **13.FINAL PAYMENT & ACCEPTANCE OF BOOKING**

The confirmation sent by Woni Safaris or your Authorized Travel Agent will contain details of final payment required for any booking. Payment of the balance of the price for any products or services booked and custom-tailored products or services) is due 90 days before the departure date of the first product or service included in the applicable booking. If full payment is not received by the applicable due date, Woni Safaris may, at its sole discretion, change the rate payable for the booking, or treat the booking as cancelled and retain the deposit paid on booking as a cancellation fee. If a booking is made less than 90 days before the departure date of the first product or service included in the applicable booking, then the full amount must be paid at the time of booking. If, for any product or service booked, payment terms differ from those outlined in this section, the applicable terms will be communicated to you prior to booking and will also be detailed on the applicable invoice.

### **14.CANCELLATION BY THE PARTICIPANT**

You may cancel your booking by notifying the Tour Operator or your Authorized Travel Agent. Cancellation fees, if any, will be determined with reference to the date on which notice of cancellation is received by the Tour Operator and are expressed as a percentage of the total price paid for the cancelled Tour, product or service (excluding any insurance products).

#### **Cancellation Terms of Woni Safaris:**

(a) Cancellation received 90 days before departure of first product or service in relevant booking: The Deposit off 30% will be held by Woni Safaris as cancellation cost in accordance with these Terms, the remainder of the payments made to Woni Safaris in respect of the cancelled product will be held in a voucher valid for the next 12 months to make a new booking.

(b) Cancellation received 89-61 days before departure of first product or service in relevant booking: The cancellation fee will be 60% held by Woni Safaris as cancellation cost in accordance with these Terms, the remainder of the payments made to Woni Safaris in respect of the cancelled product will be held in a voucher valid for the next 12 months to make a new booking

(c) Cancellation less than 60 days before departure of first product or service in relevant booking: The cancellation fee will be 100% held by Woni Safaris as cancellation cost in accordance with these Terms.

*In the event that certain products or services offered by the Tour Operator are combined, alternative cancellation terms may apply. Woni Safaris will advise you of any such requirements prior to confirmation of the applicable booking. Airlines Cancellations are always 100% Details of the airline tickets' cancellation policy should be obtained by the passenger in writing prior to confirmation.*

Woni Safaris is not responsible for any charges levied by third parties or financial institutions and payable by you as a result of credit card or other payment transactions and will not refunded or return any fees charged by third parties or financial institutions in connection with payments made by you to Woni Safaris or Authorized Travel Agent.

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## **15. GUARANTEED DEPARTURES & CANCELLATION OF A TOUR BY WONI SAFARIS**

A departure date for a Tour offered by Woni Safaris will become a guaranteed departure when at least one booking secured by a valid deposit has been made on that departure.

Woni Safaris guarantees that all scheduled Tour departures booked and secured with a valid deposit will depart as indicated on the applicable confirmation, subject to reasonably itinerary changes as described in these Terms or good faith health and safety concerns. This guarantee is not applicable in the case of Force Majeure. Up to date Tour and itinerary information is available on Woni Safaris' website or by contacting the Authorized Travel Agent. Brochures and other printed materials displaying Tour information and departure dates are subject to change may not be relied upon for purposes of this guarantee.

If a Tour is cancelled by Woni Safaris before the date of departure for reasons other than Force Majeure and the cancellation is not caused by your fault or negligence, you will have the choice of accepting from Woni Safaris or Authorized Travel Agent:

- (a) A substitute Tour of equivalent or superior value; or
- (b) A substitute Tour of lesser value if no Tour of equivalent or superior value is reasonably available and to recover from Woni Safaris the difference in price between the price of the Tour originally purchased and the substitute Tour; or
- (c) A full voucher valid for 12 months for a new booking

Woni Safaris is not responsible for any incidental expenses or consequential losses that you incur as a result of the cancelled booking including visas, vaccinations, non-refundable flights or rail, non-refundable car parking or other fees, loss of earnings, or loss of enjoyment, Woni Safaris reserves the right to issue a full refund in lieu of the choices above, in its sole discretion. Where a significant element of a Tour as described cannot be provided after departure, Woni Safaris will make suitable alternative arrangements where possible. If it is not possible to provide a suitable alternative or if you reasonably reject any suitable alternatives, Woni Safaris may provide you with a refund for unused products or services as determined in its discretion. The clients safety and health is our primary goal in this.

## **16. TRAVEL DOCUMENTS**

It is your responsibility to obtain information and to have in your possession all the required documentation and identification required for entry, departure and travel to each country or region. This includes a valid passport and all travel documents required by the relevant governmental authorities including all visas, permits and certificates (including but not limited to vaccination or medical certificates) and insurance policies. You must have a passport that is valid 6 months after the last date of travel as set out on your itinerary. You accept full responsibility for obtaining all such documents, visas and permits prior to the start of the Tour, and you are solely responsible for the full amount of costs incurred as a result of missing or defective

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documentation. You agree that you are responsible for the full amount of any loss or expense incurred by Woni Safaris that is a direct result of your failure to secure or be in possession of proper travel documentation. Woni Safaris does not provide advice on travel documents and makes no representations or warranties as to the accuracy or completeness of any information provided on visas, vaccinations, climate, clothing, baggage, or special equipment and you agree that Woni Safaris is not responsible for any errors or omissions in this information.

## 17.FLEXIBILITY & UNUSED SERVICES

You acknowledge that the nature of adventure travel requires flexibility and acknowledges that they will permit reasonable alterations to products, services or itineraries by Woni Safaris. The route, schedules, accommodations, activities, amenities and mode of transportation are subject to change without notice due to unforeseeable circumstances or events outside the control of Woni Safaris (including but not limited to Force Majeure, illness, mechanical breakdown, flight cancellations, strikes, political events and entry or border difficulties). No reimbursements, discounts or refunds will be issued for services that are missed or unused after departure due to no fault of Woni Safaris, including your removal from a Tour because of your negligence or breach of these Terms.

## 18.CHANGES

**18.1 Changes made by Woni Safaris:** Woni Safaris may modify your itinerary where reasonably required in its sole discretion. If Woni Safaris makes a change affecting at least one in three full days of the itinerary or which materially affects the character of a product or service in its entirety (a "**Material Change**"), Woni Safaris will provide notice to you as soon as reasonably possible, if there is sufficient time to do so before departure. If a Material Change is made more than 14 days before departure, you may choose to:

- i) Accept the Material Change and proceed with the amended product or service;
- ii) Book another product or service of equal or greater value, if available (you will be responsible for paying any difference in price); or
- iii) Book another product or service of lesser value, if available (with a refund payable to you for the difference in price); or
- iv) Cancel the amended product or service and receive a full voucher for the land-only portion of the applicable product or service (a refund is not available for other products or services booked which are not subject to a Material Change) valid for 12 months for a new booking.

You must notify Woni Safaris or Authorized Travel Agent of your choice within 5 working days of receiving notice or you will be deemed to accept the amended itinerary.

Once a Tour has departed, itinerary changes may be necessary as a result of unforeseen circumstances, operational concerns, or concerns for your health, safety, enjoyment or comfort. Any changes are at the discretion of Woni Safaris. You acknowledge that you must have reasonable financial resources to cover incidental expenses during all travel with Woni Safaris,

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whether or not such expenses arise from a change of itinerary, and Woni Safaris is not liable for your failure to prepare adequately for travel and unforeseen circumstances which may arise during travel. Woni Safaris will not be liable for any indirect and or consequential losses associated with any changes to a booking or itinerary.

**18.2 Changes made by you:** You are responsible for ensuring that information provided to Woni Safaris is accurate and up-to-date. Any changes to your name on any booking are subject to the Woni Safaris' approval. Any changes to a booking depend on availability and are subject to Woni Safaris' approval and these Terms. Any extra costs incurred for making the change will be charged to you along with an administrative fee. Cancellation of any Tour, product or service included in a booking will not be considered a change for purposes of this section and will be governed by the applicable cancellation terms. No changes are permitted to any booking within 30 days of departure of the first product or service on the applicable booking.

## 19. ACCEPTANCE OF RISK

You acknowledge that adventures travel and the products and services offered by Woni Safaris may involve a significant amount of risk to your health and safety. By traveling with Woni Safaris you acknowledge that you have considered any potential risks to health and safety. You hereby assume responsibility for all such risk and releases Woni Safaris from all claims and causes of action arising from any losses, damages or injuries or death resulting from risks inherent in travel, including adventure travel specifically, visiting foreign destinations, and participating in adventurous activities such as those included in Tour itineraries or otherwise offered by other activity providers.

You acknowledge that the degree and nature of personal risk involved depends on the products or services booked and the location(s) in which a product or service operates, and that there may be a significant degree of personal risk involved in participating, particularly participating in physical activities, travel to remote locations, carriage by watercraft, participation in "extreme sports" or other high-risk activities, or travel to countries with developing infrastructure. Standards of hygiene, accommodation and transport in certain countries where Tours take place are often lower than the standards you may reasonably expect in your home country or region. You agree that Woni Safaris is not responsible for providing information or guidance with respect to local customs, weather conditions, specific safety concerns, physical challenges or laws in effect in any locations where a Tour, product or service is operated. You acknowledge you have considered the potential risks, dangers and challenges and your own personal capabilities and needs, and you expressly assume the risks associated with travel under such conditions.

You must at all times strictly comply with all applicable laws and regulations of all countries and regions. Should you fail to comply with the above or commit any illegal act when on Tour or, if in the opinion of Woni Safaris (acting reasonably), your behavior is causing or is likely to cause danger, distress or material annoyance to others, Woni Safaris may terminate your travel arrangements on any product or service immediately at your expense and without any liability on

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the Woni Safaris part. You will not be entitled to any refund for unused or missed services or costs incurred as a result of termination of your travel arrangements, including, without limitation, return travel, accommodations, meals, and incidentals.

You are responsible for any costs (including repair, replacement and cleaning fees) incurred by the Woni Safaris or the Woni Safaris' suppliers for property damage, destruction or theft caused by you while on a Tour. You agree to immediately report any pre-existing damage to a representative of Woni Safaris and staff of the accommodation, transportation service, or facility as soon as possible upon discovery.

You agree to take all prudent measures in relation to your own safety while on Tour including, but not limited to, the proper use of safety devices (including seatbelts, harnesses, flotation devices and helmets) and obeying all posted signs and oral or written warnings regarding health and safety. Neither Woni Safaris nor its Third-Party Suppliers (as defined herein) are liable for loss or damages caused by your failure to comply with safety instructions or warnings.

You agree to bring any complaints to Woni Safaris as soon as possible in order to provide Woni Safaris with the opportunity to properly address such complaint. You agree to inform your tour leader, another representative of Woni Safaris or the Woni Safaris' customer service department directly. Woni Safaris assumes no liability for complaints that are not properly brought to the attention of Woni Safaris and cannot resolve or attempt to resolve complaints until proper notice is provided. Any complaint made after the completion of a Tour must be received in writing by Woni Safaris within 30 days of the last day of travel of the booking in question.

## **20. WONI SAFARIS IS NOT LIABLE FOR THIRD PARTY SUPPLIERS**

Woni Safaris makes arrangements with accommodation providers, activity providers, airlines, cruise lines, coach companies, transfer operators, shore excursion operators, tour and local guides, and other independent parties ("**Third Party Suppliers**") to provide you with some or all of the components of your booking. Third Party Suppliers may also engage the services of local operators and sub-contractors. Although Woni Safaris takes all reasonable care in selecting Third Party Suppliers, the Tour Operator is unable to control Third Party Suppliers, does not supervise Third Party Suppliers and therefore cannot be responsible for their acts or omissions. Any services provided by Third Party Suppliers are subject to the terms and conditions imposed by these Third-Party Suppliers and their liability is limited by their tariffs, conditions of carriage, tickets and vouchers and international conventions and agreements that govern the provision of their services. These may limit or exclude liability of the Third-Party Supplier. You acknowledge that Third Party Suppliers operate in compliance with the applicable laws of the countries in which they operate and Woni Safaris does not warrant that any Third-Party Supplier is in compliance with the laws of your country of residence or any other jurisdiction.

*WONI SAFARIS IS NOT LIABLE AND WILL NOT ASSUME RESPONSIBILITY FOR ANY CLAIMS, LOSSES, DAMAGES, COSTS OR EXPENSES ARISING OUT OF INCONVENIENCE, LOSS OF ENJOYMENT, UPSET, DISAPPOINTMENT, DISTRESS OR FRUSTRATION,*

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*WHETHER PHYSICAL OR MENTAL, RESULTING FROM THE ACT OR OMISSION OF ANY PARTY OTHER THAN THE TOUR OPERATOR AND ITS EMPLOYEES.*

Woni Safaris is not liable for the acts or omissions, whether negligent or otherwise, of Third-Party Suppliers or any independent contractors.

## **21.OPTIONAL EXTRAS**

"Optional Extras" refers to any activity, transportation, meal, product or service not expressly included in the Tour itinerary or price of the Tour and do not form part of the Tour. You agree that any assistance given by Woni Safaris representative(s) in arranging, selecting, or booking, any Optional Extras is purely at your request and Woni Safaris makes no warranties and expressly disclaims any liability whatsoever arising from participation in Woni Safaris or any information provided by any representative of Woni Safaris regarding any Optional Extras. You release Woni Safaris from all claims and causes of action arising from any damages, loss of enjoyment, inconvenience, or injuries related to or arising from participation in or booking of Optional Extras.

You acknowledge and agree that any liability for loss, damages, death, personal injury, illness, emotional distress, mental suffering or psychological injury or loss of or damage to property associated with Optional Extras is the sole responsibility of the third party providing that service or activity.

## **22.LIABILITY**

Woni Safaris and its parents, subsidiaries and their respective employees, affiliates, officers, directors, successors, representatives, and assigns shall not be held liable for (A) any damage to, or loss of, property or injury to, or death of, persons occasioned directly or indirectly by an act or omission of any other provider, including but not limited to any defect in any aircraft, watercraft, or vehicle operated or provided by such other provider; and (B) any loss or damage due to delay, cancellation, or disruption in any manner caused by the laws, regulations, acts or failures to act, demands, orders, or interpositions of any government or any subdivision or agent thereof, or by acts of God, strikes, fire, flood, war, rebellion, terrorism, insurrection, sickness, quarantine, epidemics, theft, or any other cause(s) beyond their control. You waive any claim against Woni Safaris for any such loss, damage, injury, or death.

In the event that any loss, death, injury or illness is caused by the negligent acts or omissions of Woni Safaris or of the Third-Party Suppliers of any services which form part of the booking contract then Woni Safaris limits its liability, where applicable by all applicable international conventions.

## **23.FORCE MAJEURE**

Woni Safaris will not be liable in any way for bodily injury, illness, damage, delay or other loss or detriment to person or property, or financial costs both direct and indirect incurred, or for Woni Safaris failure to commence, perform or complete any duty owed to you if such death, delay, bodily injury (including emotional distress or injury), illness, damage or other loss or

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detriment to person or property is caused by Act of God, war or war like operations, mechanical breakdowns, terrorist activities or threat thereof, civil commotions, labor difficulties, interference by authorities, political disturbance, howsoever and where so ever any of the same may arise or be caused, riot, insurrection and government restraint, fire, pandemic, extreme weather or any other cause whatsoever beyond the reasonable control of Woni Safaris; or an event which Woni Safaris or the Third Party Supplier of services, even with all due care, could not foresee any and all of which, individually and collectively, constitute "Force Majeure". (list is not limited)

#### **24.IMAGES AND MARKETING**

You agree that, while participating in any Tour, images, photos or videos may be taken by other participants, Woni Safaris or its representatives that may contain or feature you. You consent to any such pictures being taken and grants a perpetual, royalty-free, worldwide, irrevocable license to Woni Safaris, its contractors, sub-contractors and assigns, to reproduce for any purpose whatsoever (including marketing, promotions and the creation of promotional materials by or with sub-licensees), in any medium whatsoever, whether currently known or hereinafter devised, without any further obligation or compensation payable to you.

#### **25.PRIVACY POLICY**

Woni Safaris must collect your personal information to deliver the Tour and any products or services booked. Woni Safaris collects, uses and discloses only that information reasonably required to enable Woni Safaris and its Third-Party Suppliers to provide the particular Tour, products and/or services that you have requested as described in the Woni Safaris' [Privacy Policy](#). By submitting any personal information to the Tour Operator, you indicate your acceptance of the Tour Operator's Privacy Policy.

#### **26.SEVERABILITY**

If any provision of these Terms is so broad as to be unenforceable, such provision will be interpreted to be only as broad as is enforceable. The invalidity or unenforceability of any provision hereof will in no way affect the validity or enforceability of any other provision.

#### **27.CONTRACT PARTIES & SUCCESSORS**

These Terms will inure to the benefit of and be binding upon the parties and their respective heirs, legal and personal representatives, executors, estate trustees, successors and assigns.

#### **28.APPLICABLE LAW**

The Contract and these Terms are subject to the laws of Kenya, and you submit to the exclusive jurisdiction of the courts located in Nairobi Kenya for the resolution of any dispute under these Terms or concerning any Tour, product or service.

#### **29.AMENDMENTS**

The Tour Operator reserves the right to update or alter these Terms at any time and will post the amended Terms on the Tour Operator's website. Any amendment will take effect 5 working days after being posted to the Tour Operator's website. An up-to-date copy of these Terms, as amended, may be accessed at any time on Woni Safaris Ltd website and will be sent to you upon

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written request to Woni Safaris. You are deemed to have accepted any amendments to these Terms on the date that is 10 days after their posting on the Woni Safaris Ltd website. Woni Safaris Ltd recommends that you refer to the Terms prior to travel to familiarize themselves with the most up-to-date version available.

### **30.ADDITIONAL TERMS**

By booking or traveling on a Tour, you certify that you do not have any mental, physical, or other condition that would create a hazard for yourself or other participants. Woni Safaris Ltd reserves the right in their sole discretion to accept, decline or remove any person on a Tour. Woni Safaris reserve the right, without penalty, to make changes in the published itinerary whenever, in their judgment, they deem it necessary for your comfort, convenience, or safety and in accordance with these Terms.

Woni safaris Ltd, its parents, subsidiaries and their respective employees, affiliates, official directors, successors, representative and assignees (collectively defined as "Woni Safaris") are not liable and will not assume responsibility for any claims, losses, damages, costs or expenses arising out of inconvenience, loss of enjoyment, upset, disappointment, distress or frustration, whether physical or mental, resulting from the act or omission of any party.

Woni Safaris Ltd shall not be held liable for (A) any damage to, or loss of, property or injury to, or death of, persons occasioned directly or indirectly by an act or omission of any other provider, including but not limited to any defect in any aircraft, watercraft, or vehicle operated or provided by such other provider; and (B) any loss or damage due to delay, cancellation, or disruption in any manner caused by the laws, regulations, acts or failures to act, demands, orders, or interpositions of any government or any subdivision or agent thereof, or by acts of God, strikes, fire, flood, war, rebellion, terrorism, insurrection, sickness, quarantine, epidemics, theft, or any other cause(s) beyond their control. You waive any claim against Woni Safaris for any such loss, damage, injury, or death.

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