



3<sup>rd</sup> November 2020

**REVISED Booking Procedures, Terms and Conditions & Cancellation Policy**  
**Effective 1<sup>st</sup> November 2020**

**Please note that we have amended our Booking Terms and Conditions & Cancellation Policy.** Due to the ongoing Covid-19 pandemic, to encourage travel and allow additional flexibility when booking, we have revised both our previously-issued '*Temporary Special Covid-19 Cancellation Policy*' and our standard '*2020 & 2021 Booking Procedures, Terms & Conditions*' to be those as outlined herein this document. This revised '*Booking Procedures, Terms and Conditions & Cancellation Policy*' replaces fully any versions in previous existence and previously-issued via whichever means.

Old Boma Ltd. and its associated companies are a Kenya-based group of companies that own and operate safari lodges and camps known as 'Saruni'. They are also a Tour Operator that organizes safaris and tours in Kenya. **These are the terms and conditions that are considered to have been accepted by the client when confirming a booking with Old Boma Ltd. (or its associated companies as indicated on the invoice).**

**Revisions include:**

For existing confirmed bookings made before 20 <sup>th</sup> March 2020	<ul style="list-style-type: none"><li>○ Increase of time period <u>from 12 months to 24 months</u> from original travel date for which a client can postpone a booking, or receive a credit note valid for the same period.</li></ul>
For existing confirmed bookings from 1 <sup>st</sup> August 2020	<ul style="list-style-type: none"><li>○ Introduction of ZERO cancellation charges for travellers unable to travel to, or within Kenya due to clearly defined Covid-19-related restrictions as listed herein (minus any applicable bank charges).</li></ul>
For new confirmed bookings from 1 <sup>st</sup> November 2020	<ul style="list-style-type: none"><li>○ Deposit required to confirm a booking has been reduced <u>from 30% to 20%</u> of total amount, refundable (minus any applicable bank charges) if cancellation is due to Covid-19-related restrictions as defined herein.</li><li>○ The balance payment is due to Old Boma Ltd./Saruni no later than 45 days prior to arrival in Kenya and no longer 5 weeks prior.</li></ul>

This revised Policy is effective immediately and will remain in force until such time when:

- we need to revise it further to reflect new circumstances;
  - the World Health Organisation declares the pandemic over;
  - Covid-19-related restrictions impacting travel (in particular countries with current travel advisories against all but essential travel/bans to Kenya in place) are lifted;
- and we can therefore reinstate our standard '*Booking Procedures, Terms & Conditions*'.

The following applies to all EXISTING & NEW CONFIRMED BOOKINGS (where a deposit has been paid):

- *Bookings made before 20<sup>th</sup> March 2020 – and not yet postponed;*
- *Bookings made before 20<sup>th</sup> March 2020 – having already been re-booked to new dates;*
- *Bookings made from 1<sup>st</sup> August 2020 onwards.*

In all scenarios, we encourage our clients & agents to postpone travel rather than to cancel. Old Boma Ltd. /Saruni has a commitment to responsible tourism and conservation; to the landowners and communities in

which our lodges and camps are located. We have an obligation to continue funding community conservancy leases & management. Without tourism revenue – we cannot do this.

Saruni lodges & camps re-opened in July 2020 and have been issued with the required re-opening and operating certificates by the Ministry of Health and respective country governments in adherence of industry health & safety protocols. The Saruni ‘New Normal Safety & Hygiene Standards’ are available upon request and can be found on our website: [www.saruni.com](http://www.saruni.com).

<b>Ts &amp; Cs SUMMARY</b>	
Confirmed bookings made before 20 <sup>th</sup> March 2020 – and not yet postponed to new dates	<ul style="list-style-type: none"> <li>○ Clients can postpone to new dates <u>within 24 months</u> of original travel date, or receive a credit note <u>valid for 24 months</u> of original travel date.</li> </ul>
Confirmed bookings made before 20 <sup>th</sup> March 2020 – having already been re-booked to new dates	<ul style="list-style-type: none"> <li>○ Clients can postpone again to new dates <u>within 24 months</u> of original travel date, or receive a credit note <u>valid for 24 months</u> of original travel date.</li> </ul>
Confirmed bookings made from 1 <sup>st</sup> August 2020 onwards	<ul style="list-style-type: none"> <li>○ Clients can postpone to new dates <u>within 24 months</u> of original travel date, or receive a credit note <u>valid for 24 months</u> of original travel date.</li> <li>○ For cancellation requests due to Covid-19-related restrictions (as defined herein) <u>cancellation charges are waived</u>, and monies received to date returned in full, minus any banking charges.</li> <li>○ For cancellation requests due to Non Covid-19-related restrictions (<i>i.e. personal choice</i>), <u>cancellation charges for the year of travel apply</u>, as per our standard Cancellation Policy (see pg. 4).</li> </ul>

<b>Ts &amp; Cs DETAIL</b>	
Confirmed bookings made before 20 <sup>th</sup> March 2020 – and not yet postponed to new dates	<p><b><u>Option 1: Postponement</u></b></p> <ul style="list-style-type: none"> <li>○ If clients are unable to travel due to Covid-19-related restrictions (as defined herein), we encourage them to postpone their travel to later dates (within 24 months of the original travel date) and not cancel.</li> <li>○ All monies paid to date will be rolled over to their new dates.</li> <li>○ There will be no charge for amending their booking.</li> <li>○ For travel booked in 2020 moving to new 2021/22 dates – 2020 rates still apply. For travel booked in 2021 moving to new 2021/22/23 dates – 2021 rates still apply.</li> <li>○ Any change of rate season will need to be factored in and pricing will be adjusted accordingly.</li> </ul> <p><b><u>Option 2: Credit Note</u></b></p> <ul style="list-style-type: none"> <li>○ Clients who wish to postpone their confirmed 2020 or 2021 safari but who cannot confirm their new dates of travel at the time of notifying us in writing, will receive a ‘Credit Note’ as a down payment towards a future safari. The Credit Note will be valid for 24 months from the original travel date.</li> </ul>
Confirmed bookings made before 20 <sup>th</sup> March 2020 – having already been re-booked to new dates	

<p>Confirmed bookings made from 1<sup>st</sup> August 2020 onwards</p>	<p><b>Option 1: Postponement</b></p> <ul style="list-style-type: none"> <li>○ If clients are unable to travel due to Covid-19-related restrictions (as defined herein), we encourage them to postpone their travel to later dates (within 24 months of the original travel date) and not cancel.</li> <li>○ All monies paid to date will be rolled over to their new dates.</li> <li>○ There will be no charge for amending their booking.</li> <li>○ For travel booked in 2020 moving to new 2021/22 dates – 2020 rates still apply. For travel booked in 2021 moving to new 2021/22/23 dates – 2021 rates still apply.</li> <li>○ Any change of rate season will need to be factored in and pricing will be adjusted accordingly.</li> </ul> <p><b>Option 2: Credit Note</b></p> <ul style="list-style-type: none"> <li>○ Clients who wish to postpone their confirmed 2020 or 2021 safari but who cannot confirm their new dates of travel at the time of notifying us in writing, will receive a ‘Credit Note’ as a down payment towards a future safari. The Credit Note will be valid for 24 months from the original travel date.</li> </ul> <p><b>Option 3: Cancellation Request due to Covid-19-related restrictions – Total Monies Re-Paid</b></p> <ul style="list-style-type: none"> <li>○ If clients are unable to travel due to Covid-19-related restrictions (see definition herein) and do not wish to re-book, any standard cancellation charges will be waived and monies received to date will be returned in full (minus any applicable banking fees).</li> </ul> <p><b>Option 4: Cancellation Request due to Non Covid19-related restrictions – Standard Cancellation Charges Apply</b></p> <ul style="list-style-type: none"> <li>○ If the clients who are unable to travel due to Non Covid-related restrictions and the request to cancel is not connected to these reasons, but instead connected to the client’s “inclination not to travel”, based on personal wishes and assessments, then our standard cancellation charges for the year of travel will apply accordingly. (see pg. 4).</li> </ul>
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## DEFINITION: COVID-19-RELATED RESTRICTIONS

Accepted Covid-19-related restrictions are defined as being when the traveller is prohibited from travelling to, entering into, or travelling within Kenya:

- by the regulations of the country of origin, i.e.:
  - a governmental travel ban/advisory against all but essential travel to Kenya;
  - suspension of issuing entry visas due to Covid-19 means clients will be denied entry to Kenya;
  - clients would be legally obliged to go into quarantine (*as opposed to recommended self-isolation*) for more than 3 days on arrival into Kenya or 7 days on their return home.
- by the regulations of the country of Kenya, i.e.:
  - the client’s country of origin being on a risk list, or mandatory quarantine list making travel unfeasible;
  - due to Kenya borders being closed to international travel and tourists;
  - due to Kenya re-imposing a nation-wide lockdown or non-essential travel restriction between counties;
  - in the event the traveller tests positive for Covid and is unable to provide a negative Covid-19 certificate on arrival (while ever this entry requirement by the Kenya government is still in place).

The laws mentioned above are to be interpreted in an objective, not subjective way. For example, if Kenyan law requires the traveller to present a negative Covid-19 recent certificate and the traveller neglects to do so and as a result is not allowed to travel or to enter Kenya, this is deemed as negligence on the part of the traveller.

## TERMS & CONDITIONS

1. The request to postpone or cancel a safari must be received at least 30 days prior to original scheduled travel date, in writing;
2. Rescheduled bookings are subject to availability;
3. For clients postponing 2020 travel to new dates in 2021/22, we will honour our original 2020 Rates & original 2020 Special Offers (*note: excludes any subsequently-issued special, revised rates or offers*);
4. For clients postponing 2021 travel to new dates in 2022/23, we will honour our original 2021 Rates & original 2021 Special Offers (*note: excludes any subsequently-issued special, revised rates or offers*);
5. In the case of any amendment (after postponement) followed by a cancellation, we reserve our right to apply cancellation fees from the original amendment date;
6. Third-party accommodation, suppliers and logistics are subject to their own policies.
7. All travellers have an obligation to familiarise themselves with any restrictions and requirements relating both to travel to, within and a stay in Kenya. They should check with the relevant airline of travel and the country of origin's Foreign Office (or equivalent) for specific requirements. Old Boma Ltd./Saruni is under no obligation to advise the traveller of the requirements imposed by the traveller's country of origin.
8. All exceptions can be discussed on a case-by-case basis.

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## 2020, 2021 & 2022 BOOKING PAYMENTS

All reservations can be made by email or phone and are only confirmed after a 20% deposit of the total amount has been paid. The balance payment is due to Old Boma Ltd./Saruni no later than 45 days prior to arrival of the clients in Kenya. The payment is NETT of all bank charges, both on the sending and the receiving (Old Boma Ltd./Saruni) end. All payments and cheques are payable to Old Boma Ltd./Saruni or its associated companies as indicated on the invoice.

## CANCELLATION POLICIES

### STANDARD CANCELLATION POLICY

Reasonable cause for cancellation will be decided by Old Boma Ltd./Saruni, upon receipt of a written request. Our standard policies are below. Upon confirmation, and when cancellation notification is received:

#### 2020 Bookings

- 60-45 days prior to arrival, 15% of the total cost is retained;
- 44-30 days prior to arrival, 25% is retained;
- 29-22 days prior to arrival, 50% of the total cost will be charged;
- if cancelled less than 3 weeks (21 days prior to arrival, full payment is retained).

#### 2021 & 2022 Bookings

- up to 61 days prior to arrival, 100% of monies received is refunded;
  - 60-45 days prior to arrival, 20% of the total cost is retained;
  - 44-30 days prior to arrival, 50% of the total cost is retained;
  - 29 days-to arrival date, 100% of the total cost is retained.
- Monies refunded are minus any applicable bank charges.
  - No refunds are given for 'no show', flight cancellation or early departure from the lodge.
  - In the event of force majeure, Old Boma Ltd./Saruni retains the right to amend the booking & payment terms and standard cancellation policy at any time and without notice. Our current 'Booking Procedures, Terms & Conditions' which prevail can be accessed on our website or a copy of which can be provided by our Reservations Team by emailing [reservationsteam@saruni.com](mailto:reservationsteam@saruni.com).

## **NON-STANDARD CANCELLATION POLICY**

- All bookings for third-party accommodation, suppliers and logistics booked through Old Boma Ltd./Saruni are governed by their respective cancellation policies and terms and conditions. These bookings are accepted on the condition that Old Boma Ltd./Saruni acts only as a booking agent and assumes no liability whatsoever.
- Where a non-standard and more stringent cancellation policy is applied by third party properties & services, the client will be advised of this before booking confirmation.



## **Additional Standard 2020, 2021 & 2022 Booking Payment, Terms & Conditions Procedure:**

### **Rates & Accommodation**

All rates are quoted in US\$ for non-Resident clients and in Kenyan shillings (KES) for Resident clients and per person per night (pppn) or per unit per night. Rates are subject to change with notice. Accommodation is subject to availability.

### **Reserve Entry & Conservation Fees**

Reserve entry and conservation fees are payable at the time of reservation and are subject to change upon short notice. Any changes will be passed on in full even for pre-paid clients.

### **Check-in & Check-out**

Generally, check-in time is 11:00 AM and we ask that guests check-out by 10:00 AM so we have time to prepare rooms for incoming guests. However, please note, these times may differ from lodge to lodge and you should be advised at the time of booking.

### **Child Policy**

Our lodges are child-friendly and we are delighted to host families based on the below scenarios:

1. 1 or 2 children 5-16 years sharing a family villa with 1-2 adults, family unit rate to apply; per child sharing rate for any additional child;
2. 1 or 2 children 5-16 years sharing a room with 1-2 adults will each be charged at 50% of adult pppn rate;
3. 1-3 children in own room (not a family suite) will each be charged at 75% of the adult pppn sharing rate.

All children are the responsibility of their parents or guardians. Child-carers or ayahs can be organized upon request for US\$10 per hour payable direct. (Ayah accommodation is available at the rate of US\$80 per day in a guide room - subject to availability.

### **Passports & Visas**

The onus is on the client to ensure that all passports and visas are valid for the countries listed. Old Boma Ltd./Saruni or its associated companies as indicated on the invoice cannot be held liable for any visas not held by the clients.

### **Private Vehicle & Guide**

Private vehicle with guide for exclusive use is available at US\$350 per day.

### **Tipping Culture**

Gratuities are welcomed with enthusiasm and gratitude; please speak to the lodge manager/s for advice and procedures.

**Travel & Medical Insurance**

All guests travelling to Saruni must have comprehensive travel insurance and medical insurance, in addition to emergency evacuation coverage. Travel and medical insurance are the responsibility of the guests. Old Boma Ltd./Saruni, or its associated companies, purchase on the guests' behalf and at an extra cost the temporary membership of a suitable emergency medical evacuation company. Contact our Reservations team for further information.

**Industry Fam trips**

For more information on organizing familiarisation trips to Saruni for media, press and travel industry professionals, please contact [marketing@saruni.com](mailto:marketing@saruni.com).

**Flights & transfers**

For internal flights within Kenya guests are advised to pack in soft bags with a maximum of 15kg per person. Transfers to additional destinations can be arranged and vary in price and duration depending on the length of the journey and the condition of the access roads.

**Access and changes to schedules**

Old Boma Ltd./Saruni or its associated companies cannot be held responsible for occurrences of any difficulty in, delay or the impossibility of access to the properties relating to road, airstrip, weather or any other conditions beyond the control of the lodge. Although every effort is made to adhere to schedules, the company reserves the right, and in fact is obliged, to occasionally change routes and lodges on safaris as dictated by changing conditions even when they are beyond the company's control, such as seasonal rainfall on bush tracks. The company subcontracts the flying services to independent and reliable airlines and cannot be held liable for any delays due to airlines not running to schedule. Any changes made to the original booking are subject to the conditions and rates, even if caused by the aforesaid conditions.

**Liability disclaimer**

Old Boma Ltd./Saruni its associated companies and its owners, directors, management and employees shall not assume liability for any illness, injury or death to persons visiting the property nor for any other incident of any nature involving any client(s) while they are on the property, participating in the Rhino Tracking experience, nor while travelling to or from the property. Old Boma Ltd./Saruni cannot be held responsible for loss or damage to personal property; however it may be caused.

**Disputes**

All concerns must be brought to the attention of Old Boma Ltd./Saruni or its associated companies prior to the client's departure in order to finalise the issues on the ground at the time. Should this not be possible then they are to be followed up in writing no later than 14 days after departure where the Kenyan legal system will be adhered to exclusively.



These terms and conditions are subject to revision depending on the progress of the pandemic and Old Boma Ltd./Saruni reserves the right to change, amend or retract any of these terms and conditions from time to time and at its sole discretion.

Terms and conditions revised 3rd November 2020.

For any further information, please contact our Reservations team  
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