

EXTRA MILES UNIQUE ADVENTURES

Terms of service

In these terms and conditions, the term "Company" shall refer to Extra Miles Unique Adventures, a limited liability company offering destination management services in Eastern Africa (Kenya, Tanzania, Rwanda, Uganda & Zanzibar). The term "Organiser" shall refer to any person, firm, or company entering into a contract with the Company for the provision of Services (as defined below) to Clients (as defined below).

The term "Client" shall refer to any person, firm, or company receiving Services from the Company under a contract arranged with the Company by the Organiser. This shall include any person in any group accompanied or funded by such person, firm, or company, as well as the personal representative of all such individuals.

1. Tour arrangements

The Company shall use its best endeavors to ensure that the transport, accommodation, meals, and other agreed-upon services ("Services") provided are fully in compliance with the information given to the Organiser. However, the Company's liability to the Organiser for any breach of contract shall be restricted to cases where such breach arises due to the negligence of themselves, its servants, or agents, resulting in the partial or complete non-provision of some Services. In such instances, the Company's liability shall be limited to indemnifying the Organiser against claims by the Client only for the actual costs of the Service that was intended to be provided, excluding all consequential damages whatsoever and whosoever suffered or incurred, including but not limited to the costs of airfares to and from the respective destination or any other such incidental or indirect costs whatsoever.

In the event of any such failure to provide any Service contracted for, the Company shall have the right to substitute alternative services of equal value, subject always to the availability of such services. This right is without prejudice to any other rights or remedies available to the Company.

The Company accepts no liability for alleged inferior or inadequate Services or for the negligent, careless, or wrongful acts or omissions of hotel keepers, inn keepers, lodge keepers, and such-like persons, as well as their servants and agents, or any other person not in the employment of the Company.

The Company accepts no responsibility for damages directly or indirectly arising out of delays in departures or arrivals leading to the missing of roads, rail, ship, or aircraft connections.

The Company accepts no responsibility for airline reservations and reconfirmations, nor any liability for damages arising from any changes of airline schedules, cancellation of flights, or errors and mistakes made by airline offices or travel agents. With regard to all dealings with or for any Client relating to or touching upon air travel, airports, air bookings, travel agents, and airlines, the Company's legal relationship and standing are merely that of an intermediary between such third parties and the Organiser, Retailer, and Client, without any liability to or for any of these parties. Such negation and waiver of liability are preconditions of all contracted relationships between the Company and the Organiser. The Organiser must advise all the clients to protect their interests by insurance and careful attention to all documentation supplied to them by all such third parties.

The Company accepts no responsibility or liability in the event that Services of equal value, having been offered to Clients, is declined.

The Company may, at its discretion, employ sub-contractors to carry out all or any part of the Services. In such an event, the indemnity provided in condition 2 above and the exemption provided by this condition, as well as conditions 13 and 14 below, shall also apply to the sub-contractor.

2. Price Variation

The Company reserves the sole and discretionary right to effect price increases, without prior reference to the Organiser, in any of the following circumstances:

- a). Official devaluation or revaluation of the local destination currency against the United States Dollar, the EURO, the Sterling Pound, or the currency of the country in which the booking is made (if different).
- b). Any local increase in the price of aviation fuel or motor vehicle fuel, or any other increase in the cost of transport, which forms part of the Services.
- c). Any increase in the cost of accommodation or meals forming part of the Services.
- d). Any increase in entrance fees to national parks, national reserves, and sanctuaries, and any other entrance fees forming part of the Service.
- e). Any other increase in the Company's operating costs or the cost of providing the Services, which is beyond the Company's control and for which the Company has made every reasonable effort to prevent.

3. Baggage

Detailed information regarding luggage allowances, weight/size restrictions, and any applicable additional costs shall be furnished in your Pre-Travel Documentation. Please be informed that all baggage and personal effects shall remain at the owner's risk throughout the travel program, and Extra Miles Unique Adventures shall assume no liability for any loss or damage to such baggage. We advise you to verify the baggage restrictions and fees applicable to your international flights by consulting your international carrier.

4. Child Policy

The minimum age for participation in the services provided by Extra Miles Unique Adventures is 11 years old unless stated otherwise on the itinerary. Furthermore, all children under the age of 18 must be accompanied by an adult during the entire journey. Extra Miles Unique Adventures retains the right to slightly exceed the maximum group size as published for Family Journeys, if necessary, to accommodate a family.

It is important to note that certain accommodations may have a policy requiring children below a specific age to share a room with an adult.

Parents or guardians traveling alone with a child are strongly advised to carry proper documentation that establishes their relationship to the child, such as a birth certificate, as well as evidence indicating that they have the necessary permission to travel with the child, like a consent letter duly signed by both parents or foster parents as the family situation might be. Similarly, guests traveling with children who are not related to them should possess appropriate documentation demonstrating that they have the requisite authorization to travel with the child.

Guests are advised to consult with the relevant government authority to ascertain the specific documents required for traveling with children. Extra Miles Unique Adventures cannot be held liable should any guest, child, or member of the traveling party be denied entry into a country due to noncompliance with the country's requirements regarding travel with children.

5. Force Majeure

Force majeure, as used by Extra Miles Unique Adventures, refers to extraordinary and unforeseeable circumstances beyond the control of the company or its suppliers, which neither Extra Miles Unique Adventures nor its suppliers could have avoided even with the exercise of all due care. These circumstances include but are not limited to, acts of war or the threat of war, riots, civil strife, terrorist activities (actual or threatened), industrial disputes, technical issues with transportation, machinery, or equipment, power outages, natural or nuclear disasters, fires, floods, droughts, adverse weather conditions, pandemics, epidemics, or outbreaks of illness, as well as ice conditions in oceans and water levels in rivers. In the event of the cancellation or significant alteration of the journey due to circumstances falling within the scope of this clause, Extra Miles Unique Adventures retains the sole and absolute discretion to undertake either of the following actions:

- (i) Offer the guest(s) alternative travel arrangements or products that are of a comparable standard as may be appropriate given the circumstances; or

- (ii) (ii) In the event that alternative travel arrangements or products are not feasible or available from Extra Miles Unique Adventures, the company will provide the guest with a travel credit, equivalent to the value of the trip, after deducting any sums that Extra Miles Unique Adventures is unable to recover from any of its suppliers.

It is important to note that Extra Miles Unique Adventures shall not assume responsibility for any other travel-related costs, including but not limited to airfare, insurance, visas, and other travel arrangements, which may be incurred by the guest as a result of the force majeure event.

6. Deposit and payment

A deposit of 50% is required on booking and the balance is to be paid not later than 35 days before the Services commence.

7. General Cancellation

- If a cancellation occurs within 31 days of the confirmation date, a cancellation fee of 25% shall be levied on the amount paid.
- For cancellations made between 30 to 15 days prior to the tour date, a cancellation fee of 50% shall be levied on the amount paid towards the tour fare charge.
- For cancellations made between 14 to 6 days prior to the tour date, a cancellation fee of 75% shall be levied on the amount paid towards the tour fare charge.
- If a cancellation is made less than 6 days prior to the tour date, the cancellation fee shall be 100% of the tour fare charge.

NB: The hotel & other suppliers' cancellation policy applies to the aforementioned terms and conditions.

Important notes:

- Payment terms and cancellation policies for Rwanda and Uganda are different and are indicated on the programs at the time of quoting.
- Payment terms and cancellation policies for Helicopter scenic Safaris are different and are indicated on the program at the time of quoting.

8. Non-Payment by the date for commencement of services

In the event that the Company has not received full payment by the Date for Commencement of Services, the Company reserves the unqualified right to withhold all or any of the Services, and it shall be entitled to directly collect the outstanding payment from the Client. Additionally, the Company retains the right to recover from the Organiser all cancellation fees as specified in paragraph 7 above, to which they are entitled to charge. Furthermore, the Company shall not be under any obligation to provide prior notification to the Organiser, the Retailer, or the Client regarding the withholding of the Services or any part thereof, prior to the date set for the commencement of the Services.

9. Insurance

The Company does not maintain any insurance policy/coverage in relation to any liability that may arise from injury or death to the Client nor does the company's insurance extend to cover illness, medical expenses, damage to or loss of baggage, or any consequential damages arising from any of these events. Therefore, the Organiser is obliged to advise Clients to obtain their own insurance prior to their arrival at the local destination. This insurance should, at a minimum, cover death, personal injury, medical expenses, damage to or loss of baggage, and consequential damages resulting from any of the aforementioned events.

10. Injury illness and other risks

The Company disclaims all liability for any injury, illness, infection, or death of a Client that falls outside the scope of coverage provided by the Company's insurance as described in condition 11 above.

11. Loss of or damage to property

The Company assumes no liability whatsoever for the theft, loss, or damage to any property belonging to a Client, regardless of the cause of such theft, loss, or damage.

12. Governing Laws

These terms and conditions shall be interpreted and understood in accordance with the laws of the government of the respective local destination. Both the Company and the Organiser agree to submit to the exclusive jurisdiction of the courts of the respective local destination in any matter related to these terms and conditions.

Welcome to Extra Miles Unique Adventures Ltd! We are a premier Destination Management Company located in Nairobi, Kenya, dedicated to providing unparalleled and tailor-made experiences in the captivating East Africa region. Our team of experts is committed to crafting extraordinary journeys that leave a lasting impression, ensuring every aspect of your adventure is nothing short of exceptional. Discover the beauty and wonders of East Africa with us, where every moment is an opportunity to create unforgettable memories.