

## EXTRA MILES UNIQUE ADVENTURES

### Terms of service

All references to the "Company" 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 "Organizer" 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).

All references to "Client" shall mean the person, firm or company to be provided with services by the Company and which are contracted for with company by the organizer and shall include any person in any party accompanied or paid for such person, firm or Company and the personal representative of such persons.

There is no contract between the Company and the Client.

These terms and conditions shall apply to all contracts made by the company with an organizer and constitute entire and exclusive agreement between the company and the organizer. No Subsequent agreement in any way altering these terms and conditions shall be binding on the company unless made in writing and signed by authorized officer of the company.

#### **1. Tour arrangements**

The Company will 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 Organizer. However, the Company's liability to the Organizer for any breach of contract shall be restricted to cases where such breach arises due to the negligence of themselves, its servants, or agents, all or some services are not provided in which event such Liability shall be limited to the Company indemnifying the organizer against claims by the client only for the actual costs of the services which was to have been provided, excluding all consequential damages whatsoever suffered or incurred including but not limited to the costs of air fares to and from the respective destination or any other such incidental or indirect cost whatsoever. In case 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 such services being available, without prejudice to the foregoing:

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

The Company accepts no liability for damages directly or indirectly arising out of delay in departures or arrivals occasioning the missing of roads, rail, ship or aircrafts 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. As regards all dealings with or for any Client relating to or touching upon air travel, airports, air bookings, travel agents and airlines, the Company legal relationship and standing is merely that of an intermediary between such third parties and the organizer, Retailer, and Client without any Liability to or for any these parties such negotiation and waiver of liability being in all respects a pre-condition of all contracted relationship between the Company and the Organizer. The organizer must advise all Clients to protect their interest by insurance and careful attention to all documentation supplied to them by all such third parties.

The Company may in their discretion employ sub-contractors to carry out all or any part of the services in which event the indemnity provided in condition 2 above and the exemption provided by this condition 13 and 14 below shall be deemed to apply also to the sub-contractor.

#### **2. Price Variation**

The Company reserves the sole and discretionary right to effect price increases, without prior reference to the Organizer, 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 Statutory increase in taxes or other dues imposed by the Local Governments or any officer or agent thereof;  
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**

Extra Miles Unique Adventures provides portage of up to (2) pieces of soft baggage per person. Please note should your journey include internal/ domestic or charter flight, your luggage allowance may be less than (2) pieces of baggage and weight/size restrictions and additional cost may apply.

Details may be provided in your Pre- Travel Documentation Baggage and personal effects are 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 2 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 30% is required on booking and the balance is to be paid not later than 14 days before the Services commence.

#### **7. General Cancellation**

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

**NB:** THE LUXURY AND THE EXCLUSIVE PROPERTIES HAVE DIFFERENT POLICIES AND THIS WE SHALL ADVISE AT THE POINT OF QUOTING:

#### **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 Organizer 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 Organizer, 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 Organizer 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. Flying Doctors Emergency Cover is also Mandatory for Rapid Emergency Medical Evacuation from the scene of accident or emergency to hospital.

#### **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 Organizer 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.**