

CONDITIONS AND TERMS OF SERVICE – KENYA _ GOLF & SAFARI
TOUR DATES – 3 to 16 June 2024**TOUR INFORMATION**

- The tour starts from Jomo Kenyatta Airport, Nairobi, Kenya
- Luggage limit – one suitcase and a golf bag per guest.
- This is an escorted tour.
- The tour ends in Nairobi on 16 June 2024.
- A minimum number of 16 guests is required for the tour to proceed. Please do not book flights until the tour departure is guaranteed.

HOW TO BOOK

Registration is online via the On The Tee website. On submission of the booking, an invoice for the deposit will be drawn and sent to you by email. Your place on the tour is confirmed on receipt of the deposit.

TOUR COST

PRICE: US\$ 8,997 PER GOLFER SHARING.

SINGLE SUPPLEMENT OF US\$580.

EARLY BIRD SAVING FOR BOOKINGS BY 31 JULY 2023 OF US\$600 PER PERSON.

NON-GOLFER PRICE ON APPLICATION.

The tour price is unlikely to change, but in the instance of price increases from suppliers OTT reserves the right to re-calculate the price.

INCLUSIONS*Accommodation*

5 nights at the Trademark Hotel in a Deluxe Room

2 nights at the Great Rift Valley Lodge in a Standard Lodge Room

3 nights at Sarova Mara Camp in a Standard Tent

3 nights at Sarova White Sands Beach Resort in a Garden Facing Room

6 rounds of golf. Shared cart included where available. Caddie fee included where carts are not available.

Sightseeing

David Sheldrick Elephant Orphanage, Giraffe Centre and Karen Blixen Museum.

Boat cruise on Lake Naivasha and a visit to Crescent Island

Morning and afternoon game drives in the Maasai Mara

Meals

14 Breakfasts, 7 Lunches and 8 Dinners

Transport

Meet and greet service at Nairobi's Jomo Kenyatta International Airport and Mombasa Airport

Roundtrip private transfers airport/hotel

1-litre bottled mineral water per person per day whilst on safari in the vehicles

All transfers and transportation by specially equipped non-air-conditioned 7-seater safari 4x4 Land cruiser with pop-up roofs.

Also included

Scheduled flights from Mara to Mombasa (direct) and Mombasa to Nairobi

Services of a professional English-speaking driver/guide

Temporary membership to Emergency Medical Evacuation Service whilst on safari

Tips and gratuities for driver/guide and safari stay

Welcome Pack, golf competition and prizes

EXCLUDED

International airfare, airport taxes and security related fees unless mentioned above

Meals not described in the itinerary

Travel Insurance

Items of a personal nature i.e., telephone/internet usage, laundry, bottled water and other alcoholic and non-alcoholic beverages, etc.

Any optional tours or excursions not mentioned in the itinerary.

DEPOSIT & PAYMENTS

- The amount of the first deposit is A\$3,000 p.p. On receipt of the booking, an invoice will be issued. This deposit is refundable until the tour departure is guaranteed.
- A second deposit of \$2,000 p.p. is required by 2 October 2024. Please ensure that you have adequate travel insurance to cover any unforeseen cancellation as the deposits are non-refundable once the tour departure is confirmed.
- The balance is due by 25 March 2024. The balance invoice will be issued on 25 March 2024 and will be for the full tour price in US \$, converted to AUD based on the best rate between ANZ and Commonwealth Bank as at 12 noon on 25 March 2024.
- The deposit/s paid will be deducted from this amount to obtain the balance owing. The final balance is due by close of business on 25 March 2024. Please contact us should you wish to pay the final balance earlier.
- Payment may be made by credit card via or by direct deposit. Please note that credit card payments incur a 1.79% surcharge. Please ensure that you have adequate travel insurance to cover any unforeseen cancellation as the deposit is non-refundable.
- Should full payment not be received by 25 March 2024, your booking may be cancelled by the supplier. OTT has the right to re-calculate tour costs to reinstate your booking, and late payment fees may apply.

CANCELLATIONS

Cancellation requests must be provided in writing. The following cancellation charges apply:

- Prior to the date the minimum threshold is confirmed, the deposit is refundable.
- Once the tour is confirmed, the deposit/s are forfeited.
- From 25 March 2024, the full tour cost is forfeited.

We strongly recommend that you take out travel insurance at the time of booking in case of illness or other circumstances that may prevent you travelling, as well as providing peace of mind during your trip.

General Terms and Conditions

The terms and conditions below are general and apply to all On the Tee trips. For any additional terms and conditions related to a specific tour, please check the website page for that tour or the brochure if available. The itinerary and prices quoted for any tour may be dependent on a minimum number of participants. Should this number of participants not be attained, the tour may be either: a) cancelled, with a full refund of any monies paid; or b) proceed with a possible change to the itinerary and cost. Neither of these options will be enacted without prior consultation with all committed participants, however the decision made by OTT will be final.

The customer certifies that there are no health-related reasons or problems which would preclude their participation and assumes all the risk of participating in the tour including but not limited to any risks that may arise from negligence, dangerous or defective equipment or property owned, maintained, or controlled by any of providers booked.

It is each participant's responsibility to arrive on time at each scheduled location. Each tour starts and finishes as indicated on the specific itinerary.

Agency

Golf Travel Pty Ltd, trading as On the Tee and On the Tee Travel (herein referred to as OTT) acts only as a booking agent making reservations with companies or associates offering services contained in the trip. While acting in good faith, OTT does not accept any responsibility for default causing loss or injury to person or property whether by negligence or otherwise on the part of OTT employees, tour operators, destination management providers, hotel managers/owners, golf clubs, restaurants, transport companies or their employees. All bookings are made on your behalf subject to the terms and conditions, including conditions of carriage and limitations of liability, imposed by these service providers. Your legal rights in connection with the provision of travel services are against the specific provider and not against OTT. If for any reason (excluding fault on our part) any travel service provider is unable to provide the services for which you have contracted, your rights are against that provider and not against us.

Itineraries and brochures

All reasonable care is taken to ensure the accuracy of information at the time of publication, but services offered, package availability and times may be subject to change. We will advise of any changes as soon as we are made aware of them.

Tour amendments, course renovations, and inclement weather

Items on the itinerary may change due to circumstances beyond the control of OTT or appointed agents or suppliers. Changes may affect itineraries, hotels, availability of golf courses, restaurants, tours and transfers. OTT will do all possible to maintain the tour schedule and standard or obtain suitable and comparable alternatives. The order of days is also subject to change and times may change. OTT reserves the right to vary itineraries and substitute hotels, restaurants, and golf courses. Golf courses reserve the right to change renovation or hollow-fining dates. Weather interruptions are beyond our control. Refunds are at the discretion of the golf courses/suppliers.

Travel Insurance

It is the traveler's sole responsibility to purchase appropriate comprehensive travel and medical cover. This insurance should include cover in respect of, but not limited to:

- Health Insurance, including full medical, emergency evacuation and repatriation cover including Covid/pandemic cover.
- Cancellation & Curtailment: If, for any reason, a traveler must cancel prior to departure, the traveler may forfeit a large portion, or even the entire cost of the booking. Furthermore, should a traveler have to depart prior to completion of the trip, the cost of the portion of the trip that has not been completed may not be refundable.
- Damage/theft/loss of personal luggage, money and/or goods.

OTT and any person or agent acting for or on behalf of OTT, will not take responsibility for any costs or losses incurred or suffered by travelers regarding, but not limited to, any of the above-mentioned eventualities.

Health

It is the customer's sole responsibility to ensure that they are aware of and take any necessary health precautions including vaccinations recommended/required for your travel destinations and to ensure that you carry all necessary vaccination documentation with you. Covid-19 related health advice is continually changing. It is important to regularly check the rules in the destinations you're travelling to and transiting through, as well as the requirements at the Australian border and to ensure that you carry all necessary vaccination documentation.

Travel advice, passports and visas

It is important that you ensure that you have a valid passport with an expiry date no sooner than your date of return, visas and re-entry permits which meet the requirements of immigration and other government authorities. Some countries now require you to complete an online e-visa prior to travelling. It is your responsibility to ensure you have the correct documentation allowing you to travel to the destinations you are going to. We recommend that you check www.smarttraveller.gov.au for important travel advice. Visa requirements for Australian and non-Australian citizens can be checked at www.visalink.com.au.

Special Dietary Requests

Please note that requests for special dietary requirements cannot be guaranteed at all hotels and restaurants, however all measures are taken to appropriately inform each provider of meals in a timely manner.

Prices

All prices are subject to availability and can be withdrawn or varied without notice. Please note that prices quoted are subject to change. Price changes may occur by reason of matters outside our control which increase the cost of the product or service.

Such factors include adverse currency fluctuations, fuel surcharges, taxes, supplier tariff increases and airfare increases.

Additional Charges

Additional charges may occur which are outside OTT's control or may be the fault of a member(s) of the tour group. OTT will not be responsible for any such additional charges and retains the right to demand these charges from the participant without reservation if any claim should be made on it by any Supplier.

Exclusions

As specifically detailed for each tour. Generally, international flights, tips, portorage, personal charges, golf club hire, meals and drinks are excluded, unless stated as inclusions in specific trip itineraries.

Supplier Bonds or Deposits

A supplier may require a bond or credit card imprint to cover items such as mini-bar, food charges, damage etc. The client agrees to provide such bonds or deposits as reasonably requested.

Deposits

To secure your place on any trip, please register online or by email or by completing a booking form where available and pay the deposit. Once your registration is received by OTT an invoice will be raised and sent.

Payments

Payment may be made by credit card via or by direct deposit. Please note that credit card payments incur a 1.79% surcharge.

Cancellations

Cancellation requests must be provided in writing. The following cancellation charges apply:

- once a tour is confirmed to run, deposits become non-refundable
- deposit forfeited if cancelled prior to required date of final payment.
- cancellations made after the final payment is made: 100% of the package value may be forfeited.

Additional cancellation fees are subject to terms and conditions of suppliers, including but not limited to accommodation, restaurants, and golf courses. OTT will endeavor to recover costs from suppliers on behalf of the customer where possible. Whilst your booking is paid in AUD, some of your booking may be booked and purchased in other currencies.

If your booking is cancelled or amended, even in the event of a full refund, the amount due may be impacted by currency changes and/or fluctuating buy/sell rates.

We strongly recommend that you take out travel insurance at the time of booking in case of illness or other circumstances that may prevent you travelling, as well as giving you peace of mind whilst you are traveling.

Change and cancellation service fees

A service fee will apply if you need to change or cancel your booking, regardless of whether your booking was made over the phone or by email. This service fee is to cover reasonable costs for our professional services and is in addition to any third-party supplier change and cancellation fees that may apply. Service fees may range from \$50-250 per person, depending on the tour and the complexities of the situation.

Supplier change and cancellation fees

Cancelled bookings may also incur supplier fees, which can be up to 100% of the cost of the booking, regardless of whether travel has commenced. Supplier fees may also apply where a booking is changed and /or when tickets or documents are re-issued. Where we incur any liability for a supplier cancellation fee for any booking which you change or cancel, you agree to indemnify us for the amount of that fee. Where you seek a refund for a cancelled booking for which payment has been made to the supplier, we will not provide a refund to you until we receive the funds from that supplier.

Privacy

Please see the separate Privacy Statement, available on our website.

Governing law

This Agreement shall be governed by the substantive laws of the State of New South Wales. The parties irrevocably agree that any judicial proceedings relating to this agreement will be filed in a court of competent jurisdiction within New South Wales, Australia.

Limit of liability

To the extent permitted by law, neither Golf Travel Pty. Ltd. nor any of its trading businesses, directors, employees or agents, accept any liability in contract, tort or otherwise for any injury, damage, loss (including consequential loss), delay, additional expense or inconvenience caused directly or indirectly by the acts, omissions or default, whether negligent or otherwise, of third party providers over whom we have no direct control, force majeure or any other event which is beyond our control or which is not preventable by reasonable diligence on our part.

Force majeure

Force Majeure means the occurrence of an event that is beyond OTT's reasonable control and which could not have been reasonably prevented by OTT which includes, but is not limited to:

- (a) war, armed conflict, criminal damage, riot, civil strife, industrial dispute, terrorist activity or the threat of any such acts;
- (b) natural disaster, including but not limited to flooding, fire, earthquake, landslide, volcano disruption, pandemic, adverse weather conditions, high or low water levels;
- (c) nuclear or other industrial accident causing environmental pollution or contamination; or
- (d) change in law, meaning, enactment, amendment or repeal in the law or administration of any law in Australia or any jurisdiction relevant to the booking contract, which includes changes in statute, regulation, determination, by-law, declaration, license and the common law as applicable from time to time.

Termination of booking or change of travel arrangements due to force majeure

If in OTT's reasonable opinion, any force majeure event prevents it (whether directly or through its employees, contractors, subcontractors and agents) from lawfully or safely providing any products or services subject of the booking contract with you, OTT may immediately by written notice: (a) terminate the booking contract (in whole or in part); or (b) change your travel arrangements as reasonably practicable to ensure your safety and invoice you for any additional costs.

Limitation of liability in the event of force majeure

In the event of a force majeure event making it impossible or unsafe for OTT to deliver all or part of the trip, OTT reserves the rights to postpone the tour to new dates. If the rescheduled dates do not suit the customer, OTT will refund the customer for the unfulfilled part of the tour less any reasonable losses incurred by cancellation. Losses may amount to a substantial proportion of the tour price. OTT will use reasonable endeavors to minimise losses incurred by the customer.

Customers must have appropriate and adequate travel insurance to cover these circumstances.

Acknowledgement

By signing a Tour Booking Form or submitting an online registration, the customer acknowledges that the itinerary has been read and that the booking terms and conditions as listed above and on the website are understood and accepted by the by the customer and by any others that the customer is making the booking on behalf of.

If you are booking on behalf of another, you warrant that you are authorized to accept these terms and conditions on behalf of everyone named in your booking.

Terms and Conditions Kenya 27 June 2024