These terms and conditions are applicable to all Operators and Clients of Governors' Safaris Ltd (known as "the Company") and together called "the Parties". Any Operator arranging services with the Company on behalf of its Client does so as that Client's agent and agrees to pass on these terms and conditions to its Client and to ensure its Client is bound by them. It is a requirement of using the services offered by the Company that these terms and conditions are accepted in full, and the Parties accept that by making a booking with the Company these terms and conditions are accepted in full. These Terms & Conditions are subject to change without notice.

It is hereby recorded that the Parties wish to enter into this Agreement in terms of which the Company will provide services and tours and arrange tailor-made packages for the Operator and/or Clients, in consideration for which the Company will be entitled to the payments and other charges referred to below.

This Agreement supersedes and replaces any previous agreement between the Operator and or the Client and the Company relating to the subject matter hereof. Once a booking is confirmed by the Operator and or the Client, this Agreement will be deemed for all purposes in law to have been signed by the Parties and will constitute a legally binding agreement between the Parties.

1. DEFINITIONS

This Agreement shall be interpreted in accordance with the following provisions:

1.1. The following terms shall have the meanings assigned to them hereunder and cognate expressions shall bear corresponding meanings, namely:

1.1.1. "**Operator**" means any Destination Management Company, tour operator, travel agency, travel consultant or any other person or entity that acts as a Client's representative in respect of a Tour (or part thereof), and/or who makes use of the Services, where such Tours or Services are provided (in whole or part) by any one or more of the Companies or the Governors Group and or other suppliers contracted by the Companies or the Governors Group. Any Operator trades and transacts with the Companies on an arms-length basis on their own account and there is no agent / principal relationship between them

1.1.2. "Client" means the person(s) that will partake in the Tours shall include his/her spouse, common law wife/husband, children (whether minor or adult), dependents, guests and invitees, as well as the heirs, trustees, executors, administrators, agents, representatives and assigns of any of the aforementioned persons. It is understood that some Clients will transact with the Companies directly and not through any Operator.

1.1.3. "Company" means Governors' Safaris Ltd and any member of the Governors Group and includes their officers and employees;

1.1.4. "Governors" or "Governors Group" shall mean Musiara Limited and all of the companies connected with it in a network of direct and indirect shareholdings (whether holding, subsidiary, associated, external or affiliated), including (without limitation) Governors' Safaris Ltd and/or Governors Aviation Ltd;

1.1.5. "Governors Service" shall mean: a stay in any accommodation that appears on www.governorscamp.com (excluding third party properties), transport provided by Governors' Safaris Ltd ground personnel or a flight on Governors' Aviation Ltd.

1.1.6. "Parties" means the Company and the Governors' Group and the Operator and the Clients and "Party" shall mean any of them as the context may indicate;

1.1.7. "Services" means the services provided by the Company in connection with the Tours, including but not limited to providing information, providing online services, drawing up itineraries, making recommendations, obtaining, processing and retaining client records, obtaining and providing quotations, securing provisional and/or final bookings for Tours, arranging Tours, arranging Air Services and making other transport arrangements, taking or

facilitating account payments and the taking of deposits from the Operator and/or Client, making emergency arrangements, attending to cancellations, arranging or procuring insurance cover, amending reservation details, and interacting with Suppliers on behalf of the Client(s), irrespective of whether such services are provided through the Company;

1.1.8. "Supplier" means any contractor, subcontractor, service provider or other person with whom the Company make arrangements to provide goods or services to Clients in connection with a Tour or Tours;

1.1.9. "Tour" shall mean a package of tourism products and services including, without limitation, accommodation, meals, entertainment, travel, recreational and leisure activities, and further includes incidental, associated or other goods and services provided by Suppliers arranged by or through the Company, as set out in itinerary and other documents furnished by the Company from time to time;

2. REPRESENTATION AND AWARENESS

2.1. The Operator warrants and shall ensure that Clients are aware of and understand the contents of paragraph 2.2 below, and any of the other provisions of this Agreement that affect the interests of the Clients. The Operator shall furthermore ensure that its staff, employees and other representatives are also made aware of the provisions of paragraph 2.2 and 3 below, and the necessity of communicating the contents thereof to Clients.

2.2. The Operator and the Clients acknowledge that they are acquainted with, aware of, and appreciate:

2.2.1. the real hazards and risks associated with wildlife areas, game and nature reserves and game lodges (which may be situated in unfenced wildlife areas);

2.2.2. the hazards and risks associated with rivers, streams, lakes and other bodies of water that may be affected by unpredictable weather, tides and other circumstances, and that may not have effective warning or control systems that might be expected in first-world jurisdictions;

2.2.3. the real dangers and risks associated with various forms of travel in remote locations, which usually have poorly maintained infrastructure;

2.2.4. the danger and risk of suffering bodily harm, injury, illness, death, damages as well as loss of or damage to property, which may arise as a result of an encounter with or presence of wild, dangerous or unpredictable animals (including birds, mammals, amphibians, reptiles, fish and insects), as well as the prevalence of communicable, tropical and other diseases, and similar health hazards;

2.2.5. the risks associated with undeveloped or partially developed countries and jurisdictions, including acts of terrorism, the unavailability of reliable electricity and communications, and problems associated with limited or unavailable health, safety and security services; and

2.2.6. that Clients voluntarily participate in the Tour(s) and associated activities, and make use of all services and facilities of the Company and/or Governors' Group, entirely at their own risk.

3. LIABILITY AND INDEMNITY

3.1. LIMITED INDEMNITY GIVEN BY THE COMPANY: THE COMPANY HEREBY INDEMNIFY THE OPERATOR AND OR THE CLIENT IN RESPECT OF ACTUAL DAMAGES SUFFERED BY THE OPERATOR AND OR THE CLIENT WHERE THE DIRECT AND SUBSTANTIAL CAUSE THEREOF WAS THE PROVEN GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF THE COMPANY AND OR THE GOVERNORS GROUP. EXCEPT FOR THE ABOVEMENTIONED INDEMNITY, NEITHER THE COMPANY NOR THE GOVERNORS GROUP WILL BE LIABLE TO THE OPERATOR OR THE CLIENT IN RESPECT OF ANY DAMAGES, LOSSES OR LIABILITIES INCURRED BY THE OPERATOR AND OR THE CLIENT ARISING FROM OR IN CONNECTION WITH ANY TOURS OR SERVICES. NOTWITHSTANDING ANYTHING ELSE CONTAINED IN THIS AGREEMENT, THE COMPANY AND THE GOVERNORS GROUP SHALL NOT BE LIABLE FOR PUNITIVE DAMAGES, INDIRECT DAMAGES, CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, THIRD PARTY CLAIMS OR ANY CLAIMS IMPOSED ON THE OPERATOR AND OR THE CLIENT BY LAWS OR STATUTES OF COUNTRIES OUTSIDE OF THE TERRITORY IN WHICH THE COMPANY ARE DOMICILED. NEITHER THE COMPANY NOR THE GOVERNORS GROUP SHALL BE LIABLE FOR ANY DAMAGES, LOSSES OR OTHER AMOUNTS THAT THE OPERATOR AND OR CLIENT HAS AGREED, SETTLED OR COMPROMISED WITHOUT THE PRIOR WRITTEN CONSENT

OF THE COMPANY AND OR THE GOVERNORS GROUP, OR WHICH THE OPERATOR AND OR CLIENT IS OTHERWISE CONTRACTUALLY BOUND TO PAY TO ANY OTHER PERSON OR ENTITY.

3.2. Save as set out in 3.1 above:

3.2.1. The Company will not be liable or responsible to the Operator or the Clients for any direct or indirect damages or losses of any nature whatsoever, including those arising from any personal injury or death or loss of or damage to any property (irrespective of the cause of such injury, death, loss or damage) except if such a liability or claim is as a direct and substantial result of the gross negligence or willful misconduct of the Company.

3.2.2. The Operator and the Clients (represented by the Operator if applicable) indemnify, hold harmless and expressly exempt and release the Company and the Governors Group from any and all liabilities and claims arising from any cause whatsoever, including those related (whether directly or indirectly) to the Clients participating in the Tour(s) or making use of the Services or making use of any third party products or services whether or not these were arranged or organised by the Company except if such a liability or claim is as a direct and substantial result of the gross negligence or willful misconduct of the Company. The Operator shall not however be required to indemnify the Company in respect of a claim by a Client where the Operator has complied with the Agreement and was not negligent in any respect related to the relevant claim.

3.2.3. The Company shall be excused from performance of all or the relevant part of their obligations in the event (and to the extent) that they are prevented from performing any obligations either in time, or at all, as a result of acts of God or public enemy, terrorism, civil war, insurrection or riot, civil unrest, labour disputes, strikes, fire, flood, explosion, earthquake, accident, epidemic, quarantine restriction, or as a result of the application of any law(s), or the acts or omissions of any state, government or regulatory authority, or as a result of any other cause beyond the reasonable control of the relevant Parties.

4. BOOKING PROCEDURE

4.1. QUOTATIONS

4.1.1. Upon request from the Operator and or Client, a quotation will be issued. Such a quotation is valid for 7 days from the date of issue.

4.1.2. Bookings will be held for a maximum of 14 days and will then be released if the deposit and payment policy shown below is not adhered to

4.1.3. The date on which a provisional booking expires may be different from the date on which a quotation expires

4.1.4. This quotation is subject to the availability of all services at the time of confirming a reservation.

4.1.5. The price quoted is subject to change in the event of any unforeseen increases in prices, such fuel costs increases, currency fluctuations (relevant to aircraft or transfer services) and/or Government levies/taxes, park, community and conservation fees increases.

4.1.6. Services are quoted and invoiced in United States Dollars. Payment must be made in United States Dollars. The account details of the Companies are shown at the end of this document.

4.1.7. Fares and taxes on flights are quoted per person and at current rates. These are subject to availability and are subject to airline increases or rate of exchange fluctuations at any time prior to date of travel.

4.1.8. All services are subject to the inclusions and exclusions as recorded in Annex 1 and Annex 2.

4.2. DEPOSIT & PAYMENT POLICY

4.2.1. Once a booking has been confirmed to us in writing and upon receipt of the non-refundable deposit by the Company, we will change the booking's status from "provisional" to "confirmed". The standard deposit is 25% of the total accommodation costs for FIT bookings, however, this amount can vary depending on certain terms and conditions, the requirement to pay up-front costs (such as gorilla permits) or party size. We will communicate to you any "non-standard" deposits along with your quotation, if necessary. Please note that no booking can be confirmed until such time as the Company receive the required deposit. Deposits and other payments once received are non-refundable, except on an agreed case-by-case basis.

4.2.2. Please contact your Sales and Reservation Consultant for details on the deposit and please DO NOT confirm a booking unless you have this non-refundable deposit in hand, as you will become liable for cancellation fees if the booking does not materialize.

4.2.3. Note that it is required that this deposit be paid over to the companies within seven days of receipt of the deposit invoice. In



the case of short lead time bookings, the due date for this deposit will be reflected accordingly on said invoice, or full payment may be required.

4.2.4. Full payment is to reflect in the account indicated on the invoice at least 60 days prior to arrival date. The final due date will be confirmed during the booking process. Where possible, final invoices will be issued 75 days prior to travel to facilitate this process

4.2.5. The booking terms and conditions for third party suppliers (i.e. non-Governors' Camp Collection camps/lodges) will vary from supplier to supplier. Should you require the booking terms for a specific 3rd party supplier, please request these from your Sales Consultant. Booking and payment terms and conditions imposed by such a 3rd party supplier will be applied to an Operator or Client's booking made with that Supplier via the Companies.

4.2.6. The final price of an itinerary is subject to change in the event of any unforeseen increases in prices, such fuel costs increases, currency fluctuations (relevant to aircraft or transfer services) and/or Government levies/taxes, park and conservation fees increases.

4.2.7. Group bookings will be subject to different deposit and payment schedules and will be agreed on a case-by-case basis.

4.2.8. Deposits will no longer be required for Governors' Aviation or Road Transfer services

4.2.9. Any cancellation fees levied by 3rd party suppliers will be passed on to the respective Operator or Client as appropriate

5. CANCELLATION POLICY

5.1. FIT Travelers

5.1.1. Cancellations are only effective on receipt of written notification and acknowledgement of receipt by the Companies.

5.1.2. Cancellation fees are levied when guests cancel confirmed reservations. The costs of the cancellation fees will escalate the closer the guest cancels to their confirmed departure date. Our penalties escalate from forfeiting the deposit to payment in full as follows:

5.1.2.1. From confirmation to 60 days before the safari date, the non-refundable 25% deposit is forfeited.

5.1.2.2. Between 60 days and the start of the safari, 100% of the total cost will be paid and forfeited.

5.1.2.3. If a safari or any part of it is cancelled after the start of the safari, 100% of the cost will be paid and forfeited

5.1.2.4. Any cancellation fees levied by 3rd party suppliers will be passed on to the respective booking agent or traveler

5.2. Groups

5.2.1. Groups are defined as bookings that occupy 50% and above of the capacity of the smallest property on the itinerary.

5.2.2. Cancellations are only effective on receipt of written notification and acknowledgement of receipt by the Companies.

5.2.3. Cancellation fees are levied when guests cancel confirmed reservations. The costs of the cancellation fees will escalate the closer the guests cancel to their confirmed departure date. Our penalties escalate from forfeiting the deposit to payment in full as follows:

5.2.3.1. More than 120 days before safari date; the deposit is non-refundable. In some circumstances, a part of the deposit will be held as credit towards future bookings as agreed on a case-by-case basis.

5.2.3.2. Between 120 & 90 days before safari date, the deposit paid to date or 50% of the total cost of the Tour (whichever is the higher) will be paid and forfeited

5.2.3.3. Between 90 days before the safari date and a 'No Show', 100% of the total cost will be forfeited.

5.2.3.4. Any cancellation fees levied by 3rd party suppliers will be passed on to the respective booking agent or traveler.

5.3. **IMPORTANT - CANCELLATION POLICY.**

The Cancellation Terms in this document apply to **Governors' Group** properties and / or services provided by the Company and or the Governors' Group. For any 3rd Party properties or services used in an itinerary, the Deposit, Payment and Cancellation Terms and Conditions will be in accordance with the specific Terms and Conditions of those 3rd party properties or services booked, and those 3rd Party Cancellation Terms and Conditions shall override the Cancellation Terms and Conditions issued by the Companies in respect of accommodation or services booked with 3rd Parties. Those 3rd Party Cancellation Terms and Conditions will be communicated to you during the booking phase if requested. Please note, it is only 3rd Party cancellation policies that can override elements of the Terms and Conditions in this document, and all other Terms and Conditions in this document remain contractually in place, valid and enforceable.

5.4. **TRAVEL INSURANCE**

5.4.1. It is a condition of using the rates and services offered by the Company and the Governors Group that all Clients (including individuals, companies and other legal entities) have in place adequate travel insurance cover valid from the date of confirmation against cancellation and travel amendment charges and all risks associated with travel in Africa and it is a requirement of using the services offered by the Company that all Clients (including individuals, companies and other legal entities) take out appropriate travel, medical and other insurance (which includes cancellation and curtailment cover) prior to departure of clients from their country of origin. A visit to Africa and particularly a Safari entails an element of risk and neither the Company nor the Governors Group nor their officers and employees shall be liable in any way for any loss or damages expenses or costs arising from any incident involving clients (individuals, companies and other legal entities) that may occur whilst using any of the services provided by the Company or the Governors Group or third parties contracted by these companies.

5.4.2. It is the responsibility of every Client (including individuals, companies and other legal entities) to assess their own insurance requirements and to organise their own insurance appropriate to their needs, including travel insurance. In the event of failure of any client (individual, company or other legal entity) to comply with these insurance conditions and requirements or to organise appropriate insurance, then neither the Company nor the Governors Group nor their officers or employees nor any third party contracted by these companies shall be liable in any way for any loss or damages, expenses or costs arising from any incident.

5.4.3. Guests may choose to apply AMREF membership to their bookings, which can be facilitated by the Company, however it's important to note that this is not a substitute for personal travel insurance and clients must also make their own arrangements for comprehensive travel insurance prior to travel.

5.4.4. Neither the Company nor the Governors Group are responsible for covering any costs incurred for medical treatment or any evacuation for clients while on safari, nor are they responsible for any complications which may result from a delay in arranging or executing such medical evacuation.

6. FORCE MAJEURE

6.1. "Force Majeure" means, in relation to the Company or clients, any circumstances beyond the reasonable control of the Company or Clients (including, but without limitation, war or threat of war, sabotage, civil disturbance, or requisition, acts of God, fire, accident, flood or explosion, sickness, quarantine, Government intervention, weather conditions or other untoward occurrences).

6.2. If the ability of the Company to provide the services booked is affected by Force Majeure, then they shall as soon as practicable notify you of the nature and extent thereof.

6.3. The Company shall not be deemed to be in breach of these terms and conditions or otherwise be liable to you, by reason of delay in performance, or by non-performance of any of its obligations hereunder to the extent that any such delay or non-performance is due to any Force Majeure.

6.4. If either of the Company or the clients are affected by Force Majeure, the Company shall be entitled to and may in its absolute and sole discretion, cancel or vary any arrangements or itinerary in relation to the safari. Payment of any refund by the Company as a result of the non-performance of any of the Company's obligations hereunder shall remain in its sole and absolute discretion although the Company shall use its reasonable endeavours to reimburse you in credit where possible. However, the Company shall be entitled to deduct from any refund recoverable the reasonable actual and potential costs to the Company of the Force Majeure.

6.5. Regarding Civil unrest, once the Company has investigated the prevailing situation as it deems fit, it shall remain in the Company's sole and absolute discretion whether to proceed with the safari. You may in such circumstances cancel the trip. However, if, after having made all reasonable and proper inquiries, the Company is of the opinion that the trip may proceed, no refund will be payable to you and the provisions under refunds will apply.

6.6. For the avoidance of doubt, any refund process as a result of any Force Majeure event shall be entirely at the discretion of the Company, and nothing contained herein should be deemed to constitute a right to such a refund.

7. DATA AND PRIVACY POLICY

7.1. The Company receives various types of information ("the Information") from Operators, Clients and other users (collectively "the Users") who access Websites or make reservations through other manual systems, including personal information as detailed in various statutes to personal information, data and electronic communications and transactions (hereinafter referred to "Personal Information").

7.2. Please see our full Privacy Policy available on our website: https://governorscamp.com/about/privacy-policy/

7.3. In order to comply with General Regulation on Data Protection (EU) 2016/679, Article 13, which came into effect 25th May 2018, we have to notify you of the data we hold about you and how we use this data.

7.4. The Company and their associated companies use client information (your name, address and email address) in the normal course of business in the following areas: legal, tax, and marketing. We retain a client's name, address, and email address for a period of 7 years, which is the length of time we are required to keep them for various legal and tax reasons.

7.5. We take privacy extremely seriously and will never share client data with third parties. The collection of data is carried out in a manual mode by personnel specifically appointed by the Company to input this data into our private database.

7.6. If you have any questions about our Privacy Policy, then please email us on marketing@governorscamp.com.

7.7. It is agreed that:

7.7.1. The Operator undertakes to obtain written consent from Clients to collect, store and use the Personal Information for and on behalf of the Company for the purpose of carrying out its own obligations and the obligations of Governors in terms of this Agreement and for purposes of any Tours and Services.

7.7.2. The Operator warrants that it has reasonable security measures in place to prevent the loss, damage or unauthorised destruction of, and unlawful access to, the Personal Information.

7.7.3. The Company may electronically collect, store and use Personal Information, including Users' names, contact details, surfing patterns, email addresses, IP addresses etc. for the purpose of carrying out any current and future Tours and Services and will retain such Personal Information for as long as is necessary in order to achieve this purpose, and comply with any other statutory obligations.

7.7.4. The Company will endeavour to treat Personal Information received by it with reasonable care. Whenever the User is of the opinion that the Company has failed to do so, the User shall inform the Company thereof by sending an email to marketing@governorscamp.com. The Companies will review the User's representations made by email and, if within the Company's discretion deemed advisable (and where possible taking commercially reasonable and affordable measures), take corrective action and in any event, within 20 (twenty) days respond to the User informing him/her about corrective actions taken, if any.

7.7.5. Despite such undertaking, the Users acknowledge that it is possible for Internet-based communications to be intercepted. Without the use of encryption, the Internet is not a secure medium, and privacy cannot be ensured. Internet e-mail is vulnerable to interception and forging.

7.7.6. Except to the extent of its own gross negligence, recklessness or willful misconduct, the Company will not be responsible for any damages suffered by Operators, Clients or any third party as a result of the transmission of confidential or other information disclosed to members of the Governors Group and/or their Suppliers through the Internet, or that Operators expressly or implicitly authorise members of the Governors Group and/or their Suppliers to make, or for any errors or any changes made to any transmitted information.

7.7.7. To ensure acquaintance with and awareness of the privacy measures and policies of the Governors Group, Users must take care to read and understand the privacy policies and disclaimers published on the Websites, as amended from time to time, which shall be deemed to form part of this Agreement.

7.7.8. Notwithstanding the aforesaid, in the event that the contents of this clause 7 conflict with the provisions of any legislation governing the protection of Personal Information, to which a particular Governors Party is subject, then this clause 7 will not apply to that particular Governors Party to the extent necessary to resolve the inconsistency, and (for that specific instance only) the provisions of clause 7 must be read as if amended to resolve the inconsistency.

8. JURISDICTION AND GOVERNING LAWS

8.1. These terms and conditions constitute a legally binding contract between the Parties under Kenyan Law, and the interpretation thereof shall be governed by the laws of the Republic of Kenya.

8.2. Each party to this agreement irrevocably agrees that the courts of Kenya shall have exclusive jurisdiction to hear, settle and/or determine any dispute, controversy or claim (including any non-contractual dispute, controversy or claim) arising out of or in connection with this agreement, including any question regarding its existence, validity, formation or termination. For these purposes, each party irrevocably submits to the jurisdiction of the Kenyan courts.

8.3. In the event of any dispute or action of any kind against the Company and or the Governors Group it is agreed that that dispute or action shall be heard under Kenyan Law and in the Kenyan Courts.

9. GENERAL

9.1. Each of the indemnities, disclaimers, waivers, releases and other provisions of this Agreement are separate and severable provisions which are individually and jointly enforceable. In the event that any one or more of the provisions of this Agreement are found to be invalid, unlawful and/or unenforceable such provisions will be severable from the remaining provisions, and the remaining provisions shall continue to be valid, in full force and effect.

9.2. Save as otherwise expressly provided for in this Agreement, no amendment or consensual cancellation of this Agreement or any provision or term hereof, or other document issued or executed pursuant to or in terms of this Agreement and no settlement of any disputes arising under this Agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this Agreement or of any Agreement between the Parties, or other document issued pursuant to or in terms of this Agreement shall be binding unless recorded in a written document and signed by a duly authorised representative of the Company. Any such extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given.

9.3. By confirming your reservation, you acknowledge that you have read and understand the terms and conditions contained herein and that you specifically agree to these terms and conditions.

ANNEX 1 – GOVERNORS' SAFARIS LTD QUOTES:

IMPORTANT

- Please ensure that you are aware of our booking conditions. Booking this safari with us confirms your acceptance of these conditions.
- Prior to confirming the booking, each guest is required to take out their own comprehensive travel, medical, cancellation, curtailment and default insurance for the duration of their trip.
- Due to the remote areas in which we operate, it is vital that all guests are covered for emergencies and other unforeseen circumstances. We will not be held responsible for any guest travelling without insurance.
- The relevant cancellation policy applies should the guest fail to join or start their safari/journey for any reason, including airline delays or missed connections. Please ensure that adequate travel insurance is in place for this eventuality.
- The itinerary may include camps/lodges that are situated in Malaria and Yellow Fever areas. Please consult a medical practitioner, pharmacist, or travel clinic to establish what precautions and/or vaccinations will be required.
- Due to the logistics of travelling on a safari to remote areas, we strongly recommend that all guests read the literature provided. Should there be any further queries, please feel free to contact your Sales and Reservation Consultant

QUOTE GENERAL INCLUSIONS

- All accommodation on a shared or single basis as indicated;
- Meals as specified;
- Excursions and transfers as indicated in the quote;
- Most safari camps/lodges include game drives in their rate. If there is an additional charge, we shall detail it on your quotation. Private activities and guide may be booked at an additional cost for sole use or special interest activities. Please advise during booking if you would like additional information on this service;
- Services of the camp/lodge guides and staff as specified on your quote;
- Relevant Park fees and entrance fees and community fees as specified on your quote;
- Drinks as specified on your quote – drink inclusions may differ between camps/lodges;
- Laundry can be done at most camps/lodges and hotels. In some cases, this is included in the rate as quoted whilst in others it is an extra cost. You will find this detail in the property notes on your quote
- Air transfers as specified on your quote, including Departure Taxes as relevant.
- Accommodation taxes, the applicable Tourism Levies and all relevant Value Added Tax (VAT) or Government Sales Tax (GST).

QUOTE GENERAL EXCLUSIONS

- Meals not specified in the quote such as lunch and dinner in city hotels and at restaurants;
- Any drinks, park fees, entrance fees, porterage, tours/excursions and transfers not specified in the quote;
- Any scheduled commercial flights and related taxes;
- Cancellation, baggage and medical insurance;
- Staff gratuities;
- Any new Government Taxes, levies, community, park and conservancy fee, fuel or industry increases which are beyond our control;
- Visa fees where relevant. Should a visa payment be required, this will often need to be paid in United States Dollar cash. Change is often not provided and thus the exact amounts payable are essential (with small denominations encouraged). Travellers Cheques and credit cards are not usually accepted for this purpose;
- Any items of a personal nature.

SCHEDULED FLIGHT TICKET QUOTES – STANDARD TERMS & CONDITIONS

- Fares and taxes on flights are quoted per person and at current rates. These are subject to airline increase or rate of exchange fluctuations at any time prior to date of issue.
- All airlines require **full first names and surnames** as per the passengers' passport to make a reservation.
- **NOTE: In line with airline and government regulations around the world, we may be required to supply the following information before air tickets may be issued for reservations made on scheduled flights – passport name, passport number, date of issue, date of expiry, country of issue, date of birth, gender and nationality.**
- A Change Fee may be applicable for any name changes after an airline reservation has been made, or after the ticket has been issued. Change Fees will be charged to your final invoice, or in a separate invoice to you if final payment has already been made.
- Airfares are subject to seat availability and rules, cancellation and amendment penalties.
- Cancellation fees will be charged if applying for a refund on an issued ticket.
- The Companies and their partners cannot be held responsible for any re-routings, delays or cancellations imposed by the airlines. Guests should carry adequate travel insurance to cover such eventualities.

WEIGHT & LUGGAGE RESTRICTIONS FOR LIGHT AIRCRAFT TRANSFERS

- For most bush flights within Kenya and Tanzania, a strict limit of 15kg of luggage in total (including hand luggage) is applicable, packed in **soft bags**.
- **Safety is the number one priority for the Company.** Adhering to aviation regulations means that there have to be strict measures in place to ensure weight allowances are not exceeded and that these parameters are adhered to by all our partners worldwide.
- The strict weight restrictions in place on any itinerary which includes light aircraft transfers are for the following reasons: The aircraft are designed with a maximum bodyweight and luggage weight allowance; most of our airfields are at a fairly high elevation and located in the warm to hot tropics so the permissible aircraft carrying capacity is reduced and the aircraft have physical space restrictions – such as size and type of aircraft; size of the luggage pod and seats
- As part of the enhancement of Safety, Compliance and Risk Mitigation processes by the Company and Governors' Aviation Ltd and as part of our efforts toward service excellence audits and / or desktop reviews are carried out on third party aviation operators. These 3rd Party aviation operators are audited for compliance with applicable aviation regulations. If they pass the audit / review processes carried out by the Company and / or Governors Aviation Ltd then they are labelled as Preferred Suppliers and it is the directive of the Safety Review Board of Governors' Aviation Ltd that only Preferred Suppliers are utilised when outsourcing any and all additional aircraft routings. For further details, please consult with your dedicated Sales and Reservation Consultant.
- Should a guest require extra luggage allowance, a freight seat may be purchased at the cost of a child's seat. This allows for 65kg of extra luggage per seat.
- Governors' Aviation Ltd offers a limited luggage storage facility at its Wilson Airport offices for any luggage over the weight limit. Guests are welcome to leave luggage and collect again on return from their bush safari.
- Where a larger aircraft is booked by the client, the luggage weight allowance may be increased - this will be specifically communicated in the quote or when the information is available to the Company.

PASSPORT & VISAS

Visitors to Africa must have a passport valid for at least 6 months beyond their intended departure date, together with onward travel documents, proof of accommodation, and sufficient funds for the duration of their stay. In addition, each country they may be visiting generally requires at least 2 consecutive/side by side blank pages on entry for both visas and stamps. Should the itinerary include more than one country, excluding the country of departure and return, enough blank **visa** pages (not endorsement pages) in their passport is required. Should there be insufficient blank pages in your passport then entry into or exit from a country could be denied.

- Any applicable visas, costs, and/or relevant documentation are the responsibility of the guest. They must please verify with the relevant consulate concerning visa entry requirements and, if extending their journey to other countries, the visa entry requirements for those countries need to be established as well.
- **Guests must ensure they have all necessary visas prior to departure from their home country (unless these can be obtained on arrival) as the Company, their staff, agents and operators cannot be held liable should entry be denied.**

ANNEX 2 - GOVERNORS' CAMP COLLECTION RATES - INCLUSIONS & EXCLUSIONS.

Governors' Camp Rates include full board accommodation, 3 meals per person per night booked, all soft drinks, beers, house wines and non-premium spirits and liqueurs, purified water, a welcome drink, laundry, transportation of tourists, applicable VAT thereon. Transportation of tourists will be in our custom-built 4WD vehicles. It includes all Musiara Airstrip transfers and up to three excursions daily (per full day) into the famous Masai Mara National Reserve and surrounding areas, to local Masai Villages (Manyattas), and to / from the local schools and other community and conservation projects we support and which guests may wish to visit. The charge for each service is clearly stated on the invoice. **Rates exclude** Champagnes, selected fine wines, premium spirits and liqueurs, personal expenses, Manyatta entrance fees**, Community and Park Fees**. For Groups and Incentives, we reserve the right to charge drinks on consumption or to levy a drinks supplement.

Governors' Il Moran Camp Rates include full board accommodation, 3 meals per person per night booked, and all soft drinks, beers, house wines and non-premium spirits, laundry, transportation of tourists and applicable VAT thereon. Transportation of tourists will be in our custom-built 4WD vehicles. It includes all Musiara Airstrip transfers and up to three excursions daily (per full day) into the famous Masai Mara National Reserve and surrounding areas, to local Masai Villages (Manyattas), and to/from the local schools and other community and conservation projects we support and which guests may wish to visit. The charge for each service is clearly stated on the invoice. **Rates exclude:** Champagnes, selected fine wines, premium spirits and liqueurs, personal expenses, Manyatta entrance fees**, Community and Park Fees**. Only children over 8 years of age will be accommodated in this camp. For Groups and Incentives, we reserve the right to charge drinks on consumption or to levy a drinks supplement.

Governors' Private Camp rates include full board accommodation, 3 meals per person per night booked, all soft drinks, beers, house wines and non-premium spirits and liqueurs, purified water, a welcome drink, laundry, transportation of tourists, applicable VAT thereon. Transportation of tourists will be in our custom-built 4WD vehicles. It includes all Musiara Airstrip transfers and up to three excursions daily (per full day) into the famous Masai Mara National Reserve and surrounding areas, to local Masai Villages (Manyattas), and to / from the local schools and other community and conservation projects we support and which guests may wish to visit. The charge for each service is clearly stated on the invoice. **Rates exclude** Champagnes, selected fine wines, premium spirits and liqueurs, personal expenses, Manyatta entrance fees**, Community and Park Fees**. For Groups and Incentives, we reserve the right to charge drinks on consumption or to levy a drinks supplement.

Loldia House Rates include full board accommodation, 3 meals per person per night booked, and all soft drinks, beers, house wines and non-premium spirits, purified water and a welcome drink, laundry, transportation of tourists and boat rides with Loldia's boat on Lake Naivasha, applicable VAT thereon. Transportation of tourists will be in our custom built 4WD vehicles to Lake Nakuru National Park and/or Hells Gate National Park, Elementaita and Eburu Forest, to local flower farms, to the local school, or exploring the ranch by vehicle. The charge for each service is clearly stated on the invoice. **Rates exclude:** Champagnes, selected fine wines, premium spirits and liqueurs, personal expenses, Loldia Conservation Fees and Lake Nakuru/Hells Gate Park Fees, Elementaita Park Fees, Eburu Forest entrance fees, and Crescent Island Park Fees. For Groups and Incentives, we reserve the right to charge drinks on consumption or to levy a drinks supplement.



CHILD POLICY: Governors' Camp, Private Camp and Loldia House: Child rate on accommodation is available for children under the age of 16 years old. Infants under the age of 3 years are accommodated free of charge. **Governors' Il Moran Camp's c**hild rate on accommodation is available for children under the age of 16 years old. Children under the age of 8 years are not permitted at this property, although special requests can be made and confirmed at the time of booking. **Applicable Accommodation rates:** The child rate per child per night is indicated on our tariff sheet. The applicable charge for two adults and one child sharing is the per-person sharing-adult rate for two adults plus the child rate per night. If the child is sharing with one adult, the applicable charge is one adult rate based on the per-person sharing rate for one adult plus the child rate per night. **Mara Park fees, Community fees for children:** A child park fee rate is available for children under 18. Children under the age of 3 years do not pay park fees. **The Masai Mara Community fee for children is the same as the fee for adults.**

GUIDE POLICY: Guides accommodated in guide tent accommodation are charged at the applicable guide tent rate. For guides accommodated in a guest tent, the applicable child rate for that property and season applies. **Rates exclude:** all alcoholic drinks, personal expenses, Manyatta entrance fees, Masai Mara park fees and Community fees.

FUEL SURCHARGE: FUEL PRICES IN EAST AFRICA ARE CLOSELY LINKED TO THE INTERNATIONAL PRICE OF CRUDE OIL. IF FUEL PRICES INCREASE SIGNIFICANTLY THEN A FUEL SURCHARGE WILL BE LEVIED TO COVER FOR THIS INCREASE AND THIS WILL BE COMMUNICATED TO YOU. GENERAL CONDITIONS BELOW APPLY.

EXCLUSIVE-USE OF PRIVATE CAMP: Private Camp has five tents in total. In order to book Private Camp, you must book and pay for at least three of the five tents on a double-occupancy basis, for a minimum of two nights.

EXCLUSIVE-USE VEHICLE POLICY: Our policy is to accommodate between 4 - 6 clients per vehicle. Should clients wish to guarantee an exclusive-use vehicle, this should be booked and paid for in advance. Rates for exclusive-use vehicles are on the Rates sheet. Exclusive-use vehicles are subject to availability.

7th June 2019

CORPORATE AND INVESTMENT BANKING

To whom it may concern

Dear Sir/Madam,

RE: NEW ACCOUNTS OPENED – GOVERNORS SAFARIS LIMITED

This is to confirm that we have opened the below accounts with the bank;

CUSTOMER NAME	CURRENCY	ACCOUNT NUMBER	BRANCH	SWIFT CODE
GOVERNORS SAFARIS LIMITED	KES	0100006252855	CHIROMO	SBICKENX
GOVERNORS SAFARIS LIMITED	USD	0100006252887	CHIROMO	SBICKENX

Branch Name: CHIROMO
Bank Code: 31
Sort Code: 000
Swift Code: SBICKENX

We take this chance to thank you for considering Stanbic Bank Kenya Limited as you banking partner of choice.

Please get in touch with the undersigned if in need of any further information or clarification.

Yours faithfully,
For and on behalf of Stanbic Bank Kenya Limited,

Immaculate Mbithe
Client Coverage

Ann Mugweru
Client Coverage



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