



TERMS & CONDITIONS

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THE FOLLOWING PROVISIONS CONSTITUTE THE TERMS AND CONDITIONS UNDER WHICH ARIJIJU MANAGEMENT LTD, KENYA (ARIJIJU) OFFERS ARIJIJU HOUSE, LAIKIPIA, KENYA (THE "HOUSE") LOCATED ON THE BORANA RANCH (THE "GAME RESERVE") TO GUESTS TO RENT FOR SHORT TERM PERIODS.

#### BOOKING AND PAYMENT

Reservations can be made by contacting the general managers (see website contacts) or emailing enquiries@arjiju.com Once a reservation has been submitted and agreed it will be held for 48 hours. At this point a deposit invoice and these T&C's will be issued to the person making the reservation. The guest receiving these T&C's warrants that they are duly authorized to agree and bind each member (jointly and severally) of their accompanying party to these T&C's however if such authority does not exist then the principal guest is responsible and personally liable for losses arising from the acts or omissions of the party as a whole.

To complete the reservation Arijiju must be in receipt of signed and accepted T&C's, and a non-refundable deposit equating to 25% of the full rental cost ("Deposit"). Upon receipt Arijiju will send to the principal guest a statement confirming the booking and indicating the balance of the rest outstanding. The balancing payment must be made to Arijiju not less than 45 days prior to arrival (bank transfer) and payment should be in USD or GBP.

#### SERVICES PROVIDED

Rent shall include the use of the fully furnished lodge for the period agreed, provision of all meals and house wines, all local safari trips made using Arijiju vehicles and staff, local airstrip transfers, and local taxes including VAT. For the avoidance of doubt, it does not include transfer or helicopter flights, telephone calls or wines from the fine wine list.

#### CANCELLATIONS

All cancellations must be made in writing and will only be effective upon receipt of a written notification from Arijiju. Refunds may be applicable in the following circumstances:

- a. If more than 45 days' notice of cancellation is given then only the deposit monies is forfeit.
- b. If more than 30 days' notice is given of cancellation then the deposit money and 50% of the balancing payment is due.
- c. If less than 30 days' notice of cancellation or a 'no show' results then no refunds to the client are applicable.

#### INSURANCE AND TRAVEL DOCUMENTS

The principal guest is responsible to ensure that all members of his party carry comprehensive insurance for the period of rental but for the avoidance of doubt including:

- i. Travel and personal property
- ii. Personal liability
- iii. Personal injury
- iv. Medical expenses

It should be noted that any personal property left at the lodge is done so at the Clients own risk. Additionally, the principal guest should ensure that all members of his party travels with valid passports, visas, vaccination certificates and any other necessary travel documents. Arijiju also asks that guests purchase AMREF flying doctor cover. The Arijiju reservations team can organise this for you.

# ARIJIIU TERMS & CONDITIONS

## GENERAL CONDUCT

The client is expected to adhere to certain general rules of conduct including adhering to all applicable local laws, the Borana Ranch Code of Conduct, not to engage in any illicit or immoral, illegal or business related activities that could damage the reputation of the House and are also expected to ensure that the House and its contents are handed back to staff in the same general standard of condition and repair and that no items are removed from the House nor Game Reserve.

## LIMITATION OF LIABILITY

Arijiju will not be liable for any injury, loss, death, inconvenience, delay or cancellation to the stay or damage to personal property resulting from but not limited to war, threat of war, civil strife, illness, disease, natural disasters, animal attacks, criminal or terrorist activities, fire, adverse weather conditions, transportation failures or any other circumstances amounting to "force majeure" or acts of God or any other events beyond the Arijiju's control. In any event Arijiju's liability cannot exceed the amount of rent paid by the Client for the period.

## WAIVER AND INDEMNITY

The Client acknowledges and accepts the risks of suffering bodily harm injury, death and loss of property associated with the Game Reserve and which arise from the presence of wild animals, reptiles, birds and insects and other dangers associated with a wild environment. The Client agrees to waive all claims of whatsoever cause or nature howsoever arising against the owner and lodge staff and any other connected persons. The Client further agrees to indemnify and hold harmless the Owner of the House and House staff and other connected persons in relation to claims arising from any act or omission on the part of those

## COMPLAINTS

Should there be any cause for complaint by the client during the period the client must notify the managers promptly. In the case of more serious complaints both the managers and Arijiju should be contacted so that the complaint can be investigated and rectified. If the client believes that the complaint was not rectified satisfactorily then the principal guest must write to Arijiju within 21 days of their return from Arijiju citing all relevant information.

## SIGNED AND RECEIVED

DATE

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PLACE

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NAME

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COMPANY

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POSITION

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SIGNATURE

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