



OFFBEAT SAFARIS

— EST. 1989 —

TERMS & CONDITIONS 2026

The following terms and conditions, which are subject to change without notice, apply to the services offered by (and rates issued by) Offbeat Safaris Holdings Ltd ("the Company") and are applicable to Offbeat Mara Camp, Offbeat Ndoto, Sosian Lodge, Ekorian's Mugie Camp, Deloraine House, The Cabanas, and Offbeat Riding Safaris. *For any third-party services booked through the Company, their respective terms and conditions will apply.*

It is a condition of making a reservation with the Company that these terms and conditions are accepted in full and non-adherence to our terms and conditions may lead to withdrawal of contract rates and release of bookings.

KENYAN LAW: It is a condition of making a reservation with the Company that the client (individual, company and other legal entity) agrees that these terms and conditions constitute a contract under Kenyan Law and the client agrees irrevocably to the exclusive jurisdiction of the Kenyan Courts and that in the event of any dispute or action of any kind against the Company that dispute or action shall be heard under Kenyan Law in the Kenyan Courts.

SUPPLEMENTARY CONDITIONS

TRAVEL AND HOLIDAY INSURANCE:

It is a condition of booking that all clients (including individuals, companies, and other legal entities) hold comprehensive travel and holiday insurance, which must be in place prior to payment of the deposit to confirm the booking.

The insurance must provide adequate cover for, at a minimum: medical expenses, emergency evacuation and repatriation, trip cancellation and curtailment, personal liability, and loss, theft, or damage to personal belongings. Insurance must be suitable for travel to remote areas and for all activities included in the itinerary.

By paying the required deposit, clients confirm that appropriate travel and holiday insurance is in place.

Travel in Africa, and particularly participation in a safari, involves an inherent element of risk. The Company, its officers and employees shall not be liable for any loss, damage, expense or cost arising from any incident involving clients, or last-minute cancellation, while using services provided by the Company or by any third parties contracted by the Company.

WILD ANIMALS

Clients will often come into close contact with wild animals whilst on safari with us. We ask our clients to always consult their guide or tour leader before undertaking any activity that takes place in areas populated by wild animals and all clients must adhere to the directions provided by their guide or tour leader and at each property in our portfolio.

Attacks by wild animals are rare, but no safari into the African wilderness can guarantee that this will not occur. To the extent permitted by law, neither the Company, nor its employees, nor its agents can be held responsible for any injury or incident on the safari.

Clients should be aware that all properties in the Company portfolio will require clients to sign **indemnity forms**. If clients are not willing to sign these forms, then they will not be able to take part in certain activities. This is part of protocol issued by our government.

BOOKINGS TERMS:

All provisional bookings are given an automatic expiry date (normally 2 weeks from the date the provisional booking is made). You are required to confirm the booking prior to the expiry date to avoid automatic release of the booking. If you require more time to confirm the booking, the expiry date may be extended on request.

Bookings are confirmed upon receipt of a **20% deposit** of the total reservation cost. The balance is payable in full **45 days prior to arrival** (or if the booking is within 45 days, immediately upon booking). If final payment is not received, then the Company is entitled to release the rooms and any other services with no further liability. In such circumstances, the deposit will not be refunded and any reimbursement of payment received will be dealt with per the cancellation terms below:

IN THE EVENT OF CANCELLATION:

More than 120 days before arrival: the 20% deposit is refunded, net of bank charges.

120 - 46 days prior to arrival: the 20% deposit of the full booking value is forfeited.

45 - 30 days prior to arrival: 50% of the full booking value is forfeited, the balance will be net of bank charges.

Less than 30 days prior to arrival and no shows: 100% of the full booking value is forfeited.

*No refund will be given for clients who join a safari but leave before its completion.

Amendments and cancellations are only effective on receipt of written notification. Should an amended booking fall in a different season, new season rates will apply.

THIRD-PARTY PROPERTIES:

In the event that the Company books third-party properties on behalf of the client, these bookings are accepted on the specific condition that; the Company acts only as the reservations office for the third-party properties, and assumes no liability whatsoever for an injury, damage, loss, accident or delay to person or property. All reservations for these third-party properties and suppliers are also governed by their respective cancellation policies, terms and conditions, copies of which are available at the time of reservation.

VISA RESPONSIBILITY AND LIABILITY

It is the sole responsibility of every client to ensure that all necessary travel documents, including valid passports (no less than 6 months validity) and visas, are obtained in good time prior to departure. The Company cannot be held liable for any delays, cancellations, or issues with a booking that arise as a result of visa complications, including but not limited to denied entry, processing delays, or insufficient documentation. No refunds or compensation will be provided for any part of the trip missed due to visa-related matters.

PAYMENT PROCESS:

All prices quoted exclude any financial transaction charges. Please ensure payments are made net of bank charges. All payments must be made in the currency in which the quotation was accepted, or as is reflected in the invoice provided. Where possible, payments should be made through Electronic or Telegraphic Bank transfer (EFT). Kindly ensure the invoice number is quoted on the transfer.

Should payment be made by credit card, we will share a link to which you may pay. Please note the following:

A 3.6% bank charge applies. Amounts taken off the credit card will be in US Dollars at the relevant bank's rate of exchange. Depending on the country of issue and the relevant currency your credit card statement is received in, there can be rates of exchange fluctuations between banks, which is out of our control. Our preferred method of payment is via Electronic Funds Transfer (EFT).

The Company reserves the right to review published rates in the event of currency fluctuations or increases in taxes/levies/charges and costs that are beyond our control.

CONSENT

The payment of the deposit (or any other partial payment for a reservation on a safari) constitutes consent by all clients covered by that payment, to all provisions of the conditions and general information contained in our website as well as these Terms and Conditions, whether the client has signed the booking form or not. The terms under which the client agrees to these safaris cannot be changed or amended except in writing signed by an authorised director of the Company.

Terms and conditions revised January 2026



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