

MATEO TRAVEL AND ADVENTURE

SPARR BUILDING, OPPOSITE ALPHA MOTORS, BABADOGO-LUCKY SUMMER ROAD.

PO.BOX 90-40404 RONGO

info@mateotraveladventure.com

+254 727058978

## TERMS AND CONDITIONS OF MATEO TRAVEL AND ADVENTURE

In these terms and conditions, references to "Mateo Travel and Adventure", "we", "us", or "our" mean Mateo Travel and Adventure Tours & Travel. References to "you", "your" and "your party" refers to you and all person's on yourbooking.

Our agreement with you defines what you are legally entitled to expect from us when you purchase travel & tour services through us. We sell a variety of services and you should make sure you understand the terms and conditions which apply to your particular arrangements in addition to these general terms and conditions.

All prices are based on costs prevailing at the time of publication(seasons) of the price list and are subject to change without notice.

However, once a holiday has been paid for, we will guarantee the price, unless it is subsequently affected by Government action or other influence beyond the Mateo Travel and Adventure

#### **MINIMUM NUMBERS**

Our offer will indicate the required minimum number of full paying passengers for your group. Our prices vary according to the minimum number(s) and at the time of confirmation you are accepting the offers terms. If there is a reduction bringing the total number full paying passengers below the minimum numbers offered, we reserve the right to adjust the prices accordingly.

# **CANCELLATION POLICY & NO SHOW**

Our offers are subject to availability at the time of booking; we cannot block all services at the quotation stage. We will inform you the payment policy for your booking at the time of confirmation but please be aware we work on full pre-payment basis.

- a) From the date of booking up to 40 days prior to travel, 25% of the value of booking is applicable. This applies for all services cancelled or reduced in number, from noon on the first day of their commencement.
- b) All bookings can be kept on hold for a maximum of 48 working hrs before making payments, however the quote might be terminated.
- c) Between 39 days and 25 days, 50% of the value of booking is applicable. This applies for all services cancelled or reduced in number, from noon on the first day of their commencement.
- d) In the case of cancellation within 24 days from noon on the day the services commence or in the case of a no-show: 100% of the value of the booking is applicable.
- e) For confirmed bookings a deposit of 30% of the total is required for hotel reservation and

the balance to be paid not less than 1 weeks before arrival

# **CONDITIONS OF TRAVEL**

No refund is given for lost travel (no shows), substitution of facilities, itineraries amended after arrival or any circumstances arising beyond our control necessitating alternative arrangements being made to ensure the safety and/or further participation and enjoyment of your program. The participants must strictly follow the program tailored for the group; failure to do so shall under no circumstances be entitled to any refund.

We are not liable if the participants are not on time causing the program to be modified, delayed or not completed in full.



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#### **CANCELLATIONS & AMENDMENTS**

Cancellation and amendment terms will be advised to you at the time of booking.

Any cancellation or amendment must be in writing and should be received by us from Monday to Friday; not including public holidays. These will be then confirmed to you by email. Cancellations and amendments made outside of these hours will be deemed to be made on the next working day (Monday to Friday). Changes in bookings are subject to our cancellation and amendment policies.

## TRAVEL DOCUMENTATION

All participants should hold valid passports and visas required for their itinerary. It is your responsibility to fulfill the passport, visa and any other immigration requirements applicable to your itinerary. We do not accept any responsibility if participants are unable to travel due to non-compliance with any such requirements.

## **COMPLAINTS**

We will make every effort to ensure that our services are provided without fault. If you have any cause for complaint while travelling, you must immediately bring it to our attention.

We will do our best to rectify the problem immediately. If the client fails to mention any complaints as per above, eligibility to compensation may be affected as we will have been deprived of the opportunity to rectify the problem.

All complaints must be sent to us within 14 days of the end of the itinerary. We will not accept any complaints after this time.

#### WEATHER

World weather is becoming more erratic and unpredictable and we cannot be held responsible for disruption to your holiday due to bad or unusual weather conditions.

### LIMITATION OF LIABILITY

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage, loss or expense of any nature as a result of "force majeure".

In these booking conditions, "force majeure" means any event or circumstances which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include, whether actual or threatened, war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, epidemics, fire and other situations which are outside our control.

## HEALTH AND INSURANCE

It is your responsibility to ensure you are aware of any health requirements of your travel destinations and to ensure that you carry all necessary vaccination documentation. It is your responsibility to ensure the participants do not have any medical that you are unaware of that may affect their abilities to take part in all activities in the itinerary.

We strongly recommend the participants acquire adequate insurance cover, including health, life and property loss/damage.

Please advise us of any special requirements you may have, for example, special meals, medical requirements and so on.



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We must be informed in advance of any client with medical conditions/disabilities or any other special requirements. The sooner we are aware of these we can assist you in considering suitable/alternative arrangements.

It is important that each traveler has a travel insurance cover and that it is adequate and suitable for its particular needs. It is your responsibility to ensure this is in place and Mateo Travel and Adventure is not liable for it.

We cannot be held responsible for the traveler's personal belongings, it is your responsibility to ensure important documents and valuables are properly stored and carried during the trip. However, we always ensure safety of clients belonging

If you fail to take out insurance and have to cancel your booking within the cancellation terms advised at the time of confirmation or if you require medical/any other form of assistance whilst travelling, you will not be covered and you in turn may incur significant costs.

#### HOTEL

Standards, facilities and locations vary from across hotels; please ensure you are happy with what is offered before confirmation as we may not be able to change at a later stage. We always try our best to give our clients the best of what they requested.

#### CHILD POLICY

Specific child policies will be advised at the time of booking, the general policy is as follows. Cots are subject to availability depending on the type of accommodation.

Mostly children 0 - 2 years old is free,3 - 8 years old pay 50% of adult rate, 9 -12 years old pay 75% of adult rate & anyone above 13 years is considered an adult, however this vary depending on hotels. Child rate is only valid when sharing a room with adults.

A maximum of one child is allowed to share a room with 2 full paying adults; extra beds are subject to availability at the time the rooming list is received by the hotel.

Different prices will apply for family rooms that can accommodate 2 adults and 2 children – these rooms are subject to availability at the time of booking list, extra charges may apply.

## **MEALS**

All meals included will be advised to you at the time of booking, including menu type and number of courses. Drinks are not included unless specified. We should be informed in advance of any special dietary requirements (vegan, halal, jain, allergies, etc.).

## **DISPUTE**

This contract is subject to the laws of Kenya and the jurisdiction of the Kenyan Courts. Any disputes which may arise between the 2 parties concerned in this agreement shall be determined by the courts of Kenya.