TERMS AND CONDITIONS

A. Accommodation and Tours/Safaris

Prices
These include all expenses as outlined in the itineraries.

Transport
Transportation, transfers, excursions and tours shall be by our safari vehicles which include 4 x 4 costs a little bit more.

Bookings
A deposit of 50% of the cost of safari shall be required for any booking not later than 30 days before the date of safari.

Payments
All Safaris must be fully paid for before commencement of the safari.

Safari orientations
Unless the safari is private, clients will share the safari facilities with others.
Clients are therefore advised to be good-natured and enjoy being with others.
Be prepared to encounter customs and habits, which may be different from your own and forms part of the adventure.

Changes in itineraries
The sequence of itineraries is normally adhered to but the company reserves the right to make alterations occasioned by weather, road works, high season congestion or any other unforeseen circumstances.

Cancellation
In case a booking is cancelled the following cancellation fees shall apply:

No show	100%
1 - 7 days	75%
7 - 14 days	50%
Above 14 days	25%

Liability
The company liability to passengers carried in vehicles for transfer, excursions and tours is governed by the laws of Kenya and all claims are subject to the courts of Kenya. Whilst every care is taken, the company shall not be held liable for loss or damage to personal property and clients are advised to arrange relevant insurance. The company has a safe deposit and clients are advised to deposit their valuable so that they do not suffer any losses.

Sub-contract
The company reserves the right to sub-contract any part or the full safari and in the event of such sub-contract all the above terms shall apply.

B. Visas

1. Kestel Tours and Travel acts as an agent on behalf of their clients in the submission of applications for visa and ancillary services to the appropriate institutions and/or immigration authorities.
2. By making payment for our service, you agree to abide by terms and conditions as set out here. Kestel Tours and Travel reserves the right not to provide any service without the client agreeing to our terms and conditions as set out here.
3. Kestel Tours and Travel aims to process the visa application in the timelines committed to in its promotional materials. Kestel Tours and Travel will use its best endeavors to minimize any delay or inconvenience caused in this respect. However, Kestel Tours and Travel does not guarantee time guidelines for any visa application. Kestel Tours and Travel will not be held responsible should the immigration authorities or any other third party change their rules, regulations or processing requirements if that change has a direct effect on the timeline for delivery.
4. Kestel Tours and Travel will not be held responsible for costs incurred due to a delay in the visa process due to circumstances outside of our control.
5. Kestel Tours and Travel bears no responsibility for costs incurred by an applicant or any secondary applicants while waiting for a visa to be finalized by the immigration authorities. These costs may include but are not limited to cost of flights, rent of accommodation, loss of earnings or any other costs. Kestel Tours and Travel is not liable for any costs arising from any action or inaction of any immigration authority, embassy or government body associated with the visa process or indeed for the non-provision of service from any third party associated with the visa process or visa delivery; which may result in a visa application or any part in the visa application process being delayed or refused as a result.
6. For short stay business and tourist visas, Kestel Tours and Travel may apply for a Double or Multiple entry visa on the client's behalf, yet the embassy may decide to grant a Single-entry visa. The decision to grant a Single-entry visa remains solely with the embassy and Kestel Tours and Travel do not have control over this. In this situation, Kestel Tours and Travel will discount your next visa application with us by the difference in the embassy visa fee.
7. For any visa, in particular a tourist or business visa, the client should not book a flight ticket unless the embassy has specifically requested evidence of this as a requirement for the visa application.
8. An embassy may decide to review an application in the destination country rather than at the local embassy. This decision is at the discretion of the embassy and it is not something that would be known in advance by Kestel Tours and Travel. It may take longer than the standard processing time for such applications to be processed and this is outside the control of Kestel Tours and Travel. Kestel Tours and Travel reminds you not to book flights until your visa is granted.
9. Kestel Tours and Travel advises its clients not to make any travel or hotel bookings, sell any property, or give notice of intent to leave any job until you have your visa. Should you decide to disregard this advice, Kestel Tours and Travel will not be liable for any associated costs of such action(s).
10. Kestel Tours and Travel will always lodge a visa application in the applicants' best interest. We are a private company and we do not have authority to grant a visa of any kind. We cannot guarantee a positive result on a visa application or any assessment or review in arriving at the final result, which is part of the visa process. The final decision on all applications rests with the relevant organization responsible for issuing that result.
11. Kestel Tours and Travel cannot influence: any decision made by an immigration authority; any requests for additional information before finalizing a visa; any delay by an immigration authority in the issuing of a visa; or a decision to refuse to grant a visa.
12. The immigration authority/officer has the sole decision on the term of a visa that they grant. This term may be less than the term expected or requested by the client. Similarly, the

immigration authority / officer has the sole decision on the activation date that they place on a granted visa. This date may be prior to the date expected or requested by the client. Kestel Tours and Travel is not responsible for the term of any visa issued or the activation date placed on a visa by an immigration authority even. Kestel Tours and Travel has no authority or control to change this term/date.

13. Kestel Tours and Travel advises its clients on visa options and applies for visa applications on their behalf in good faith based on immigration information made available directly by immigration and embassy departments at the time of lodgment. In the event where immigration laws and/or regulations have been updated by an immigration department but such updates have not made known to the public at the time of visa lodgment such conflicting information is outside the control of Kestel Tours and Travel. Kestel Tours and Travel will not be liable for any visa application being refused or any additional costs arising from such a refusal (including travel costs) should situations of outdated information arise.
14. Similarly, in the event where immigration advice provided by one immigration officer / consular official conflicts with that of a visa issuing immigration officer at the port of entry, such conflicting information is outside the control of Kestel Tours and Travel. Kestel Tours and Travel will not be liable for any visa application being refused or any additional costs arising from such a refusal (including travel costs) should situations of conflicting information between immigration officers arise.
15. Kestel Tours and Travel will use and rely on information provided by the client in the provision of services to that client. Kestel Tours and Travel will not independently verify or assume responsibility for the accuracy or completeness of such information.
16. It is the client's responsibility to provide Kestel Tours and Travel with all required information and documentation concerning an application. This may include but is not limited to documentation from third parties such as partners, family, employers, sponsors, assessment bodies, educational bodies, etc. If the required documentation does not meet with the requirements of Kestel Tours and Travel, Kestel Tours and Travel retains the right not to lodge that visa application until it has received all of the required information in order to do so.
17. If an immigration authority has incorporated a deadline for the submission of documents to an application, these documents must be provided at the earliest possible time but no later than 48 hours prior to the deadline date.
18. Kestel Tours and Travel cannot lodge a visa application until it has complete documentation as outlined in the registration pack and any subsequent documentation requested by Kestel Tours and Travel from the main applicant.
19. Kestel Tours and Travel cannot be held responsible for any expense and/or delay arising from incomplete application forms, inaccurate/false or incomplete information provided or inaccurate/false or incomplete supporting documentation.
20. Kestel Tours and Travel are not responsible for applications that have become ineligible as a result of changes in Immigration policy at any stage of the immigration process. Any application that is not lodged to the Immigration Authorities may also be affected by changes in Immigration policy.
21. Certain documentation required for a visa application may be valid for a certain period of time and become invalid thereafter (for example medicals, skills assessment results, police clearance reports). It is the client's responsibility to ensure that the documentation provided to Kestel Tours and Travel at the time of submitting a visa application are valid and within date.