



Swara Plains Wildlife Conservancy, Athi River, Kenya.

PIN Number: P051673424D Company registration number: PVT-LRUMQ9X

Tel no. +254 717062855

### **Terms and Conditions for Swara Acacia Lodge Ltd.**

The following are Swara Acacia Lodge Ltd (herein call Swara) Terms and Conditions (herein called T&C) of entry, sale and business and every guest, person, child, company, legal entity, supplier or vendor (herein all called the Guest) who simply enter, visit, do business, supply or stay at Swara, the Guest without exception and limitation agrees to these T&C before entering Swara. Where the booking was not directly made by the Guest and was made by a Booking Party for the Guest. The person and company or entity making the booking (Herein call the Booking Party) will be fully legally accountable to ensure any Guest who enters Swara and the Wildlife Conservancy has agreed in advance and fully accepts Swara T&C before the Guests arrives in Swara and if the Guest or the Booking Party does not agree in full to these T&C they simple should not enter.

**Each Guest by simply entering or staying at Swara without exception and limitation agrees to the following T&C.**

**1.0) General** - This T&C shall be governed by and construed in accordance with the laws of the Republic of Kenya. Words importing the singular include the plural, words importing any gender include every gender, and words importing persons include bodies corporate and unincorporated; and (in each case) vice versa.

**2.0) Guest notification of wildlife risk and enter at own risk. 2.1 Location** - Swara is located inside Swara Plains Wildlife Conservancy and Swara is open to wildlife without fences around Swara, the Guest acknowledge that they are fully aware of the risks including suffering bodily injury, death or loss of property from being in a Wildlife Conservancy. **2.2 Wildlife** - No wildlife or animal should be approached, disturbed, fed or touched for any reason, all are dangerous and can cause bodily harm or death. **2.3 Kids Safety** - For their safety, children under 16 years of age must be supervised at all times by the Guest responsible for each child. Swara staff can only support the supervision but are not accountable for their safety, the Guest is at all times directly accountable for their own child's Safety. **2.4 Medical Insurance** - Guests must have their own valid medical insurance for each Guest. In the event of any injury, Swara Acacia Lodge Ltd may at its own discretion and without prejudice and without admission of liability arrange for emergency medical treatment. **2.5 Enter at Own Risk** - Please note that you enter Swara Acacia Lodge Ltd strictly at your own risk. The owners, directors, agents, management and/or their employees shall not be liable for any injury/death to any persons, nor for loss or damage to property, by theft or any other cause whatsoever and you hereby indemnify and release them of any claim or claims whatsoever. **2.6 Right of Admission** - Right of admission is reserved and strictly subject to our T&C.

**3.0) Check-in, Payment, Valuables, Child & Room Policy, ETR, Booking Confirmation & Tax. 3.1 Arrival-Departure time** - Resident Guest- Check-in time is 14:00hrs on the day of arrival and check-out is before 11:00hrs on the day of departure. Day Guests can arrive from 09:00 but must leave Swara by 19:00 the same day. **3.2 Identity Document** - A copy of each Guest's valid photo identity document is required to check-in for both resident and day Guests. **3.3 - The care of Guest** money, jewels and other valuables shall be solely at the Guests risk. **3.4 - Cash** Swara does not accept cash payments. **3.5 Valuables** - All Guests will be personally liable for all costs and charges incurred during their visit to Swara and these will be paid in full before departure. **3.6 – Payments & ETR** All Guest payments to be made at reception and Guest must collect the ETR and Wild Conservancy exit permit from Reception before departure. Failure to collect these on departure and the Guest will be denied exit at the gate. **3.7 - Child Policy in Rooms** A child under the age of 3 may be allowed to stay for free per room. Children between 3 and 15 years of age shall be charged at child rates as long as they will be sharing a room with an adult. Children who are 16 years old and above shall be charged at the adult rates. Extra beds may be allowed per room and the maximum allowed shall be as prescribed in the booking system. **3.8 - Occupants per room** Extra beds may be allowed for some rooms. The maximum number of adults and children per room shall be prescribed in the booking system and no additional adults or children will be allowed. All parties anticipating staying in the room shall be declared on booking to ensure that the room can accommodate them. **3.9 - Booking Confirmation** To confirm a booking the requested payment must be paid in full before the date requested. If the payment is not received on or before the date requested, then we reserve the right to release your booking without further notice. See also Cancellation Policy. **3.10 - Conservancy Fee, Taxes and Local Levies** Your booking will be subject to Conservancy fee, taxes and local levies. As a result, you will be required to pay such fees and taxes (including but not limited to conservancy fee, VAT and Catering Levy) as applicable and in accordance with the existing legislation or any legislation that may be introduced in the future. **3.11 - Travel Agents** Swara shall not be liable for bookings that are made by and/ or through unauthorized travel agents and that are not registered with Swara or have not been paid by the Travel Agent in advance.



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**4.0) The following are not permit without prior approval of Swara management.** **4.1 General** - Guest pets, fireworks, open fires, firearms, weapons, Guest food and beverages not provided by Swara, balloons, streamers or any items used as decoration or support to any event which may pose a threat to the animals or environment (only fresh rose-petals or pot-pourri may be used as confetti, i.e. no paper confetti), no items may be suspended or attached to any structure or temporary structures erected and no Geological or Fauna & Flora item may be removed from the place where it was found. **4.2 Smoking** - smoking is only allowed in designated areas **4.3 Photography and Filming** Guests shall not be allowed to use photos or videos taken within the lodge for self-promotion, personal businesses, blogging or vlogging without the express consent of the Swara management. Further, unauthorized professional or commercial photography or videography (advertising shoots, modeling/fashion shoots/ filming among others) shall not be allowed within the lodge. However, guests may shoot non-commercial photography or video for their own personal use (with no professional equipment) within the lodge but should be mindful of the privacy and wellbeing of other Guests within the lodge. **4.4 Anti-Littering** - Littering, illegal dumping, and driving with an unsecured vehicle load within the lodge is strictly prohibited and punishable by law as it has an adverse effect on both human and animal life. We therefore encourage all guests to maintain high quality of the local environment and shall take legal and remedial actions against any violators. **4.5 Noise Control** - Guests are required to prevent or manage excessive, unreasonable, unnecessary or unusual noise which annoys, disturbs or endangers the comfort, health and safety of others and the environment, as required by law. All sources of music must be turned off by 10.00 pm. Swara reserves the right to manage audio and music levels and adjust them without notice. **4.6 Drones** - Drones are not allowed to be used. Any drones found in operation may be destroyed without notice.

**5.0 Guest Behavior, Patrols & Damage.** **5.1 Inappropriate behavior** - The Guest agrees Swara management and/or Wildlife Conservancy rangers and/or Kenya Wildlife Services rangers will deal with any inappropriate behavior and Guest agrees to follow all requests in this regard. **5.2 Armed Patrols** - Armed Kenya Wildlife Services personnel regularly patrol in and around the Wildlife Conservancy. **5.3 Damage to property** - The registered guest for each room or day visitors shall be liable for any damage caused to Swara's property, whether accidental or willful. Any costs associated with repairs and/or replacement shall be borne by the registered guest. If required, criminal charges may be instituted. **5.4 Abusive or Violence** - Swara will not tolerate any abusive behavior or acts of violence against any Guest or Swara employee and maintains a zero tolerance policy in this regard.

**6.0 Additional Services and Contracted Services.** **6.1 Additional services** - If additional services are required outside of those defined in your booking please liaise with Swara management prior to your arrival. **6.2 Sub-contracted services** - Swara sub-contracts some activities events to a third party and this includes cycling and painting events and others that change from time to time. These events are operated by the various sub-contractors and Guests should request full details on sub-contractors on arrival. Please note that you use these sub-contractors strictly at your own risk. The Swara owners, directors, agents, management and/or their employees shall not be liable for any injury/death to any persons, nor for loss or damage to property, by theft or any other cause whatsoever and you hereby indemnify and release them of any claim or claims whatsoever if you choose to use them.

## **7.0 Cancellation Policy**

Bookings are subject to following cancellation policy unless agreed in advance with Swara Management to different cancellation terms in writing. **7.1 Standard** - No penalty will be incurred for changing the booking date 3 days prior to the arrival date. However, there will be a 50% cancellation penalty for cancelling the booking 5 days prior to the arrival date. The entire stay will be charged for cancellations received after 5 days before the booking date. **7.2 Christmas, Easter and groups of more than 5 rooms** - No penalty will be incurred for changing the booking date 8 days prior to the arrival date. However, there will be a 50% cancellation penalty for cancelling the booking 10 days prior to the arrival date. The entire stay will be charged for cancellations received after 10 days before the booking date. **7.3 Non-refundable promotions** - certain promotions are non-refundable. Once booked, dates cannot be changed and payments cannot be refunded for any reason. **7.4 Early check-out, early-check in or no show** - all booked nights and services will be charged, and no refund will be made for any missed meals that are part of any package. **7.4 Final numbers for group booking** - It is required that the final guaranteed numbers for any group booking be provided to Swara 7 days before booking date. If no Final Guarantee Numbers is received, Swara will consider the booked numbers to be correct and be the final Guaranteed Numbers. The Guarantee Numbers is not subject to reduction after this deadline unless agreed with Swara Management and numbers invoiced on the booking day will not be invoice at less than 90% of the final Guaranteed Numbers booked.