

#### Terms and Conditions

# **DISTANT RELATIVES ECO - LODGE & BACKPACKERS**

The following **Terms and Conditions** apply to all bookings made with Distant Relatives Ltd, whether the booking was made directly or via a partner company (e.g. tour operator, travel agent, online booking website etc). We kindly ask that you take a moment to read them prior to making a booking.

In these **Terms and Conditions** the following definitions apply:

- "The Company" is Distant Relatives Limited;
- "The Booking" will include arrival and departure dates, types of accommodation and number of guests. It can also include entrance fees for an event and other special requests;
- "The Guest" is the person, company, organisation or other body responsible for making the reservation.
- "Peak Season" is defined as the period of December, January, July, August and the week of Easter ending in Easter Sunday.
- "Our Partners" are participating websites through whom we allow Bookings to be made, travel agents, tour operators or any other company/organisation whom we have authorized to receive/ manage/ process bookings with us.

#### **Bookings**

- The person making the Booking will be deemed to have accepted these Terms and Conditions on behalf of all persons who will be staying with us under the booking once any payment is made in relation to the booking.
- All Bookings made via our Partners are made subject to these Terms and Conditions below and above. If there is any inconsistency between the Partner's Terms and Conditions and these Terms and Conditions, the latter will prevail.

## **Arrivals and Departures**

- Normal check-in time is from 2:00 pm. Check-out time is 10:00 am. If you check in after 4:00 pm, please inform us by phone of your expected arrival time as well as any requests for
- Early arrivals: If you are arriving early (before 7:30am) please let us know in advance so we can notify our security who will show you into our common rooms where you can await our reception staff.
- If you are more than 5 hours late from your expected arrival time and are not contactable by phone your room will be made available to others and you will forfeit any deposits paid.
- Photographic identification:
  - When you check-in you will be asked to provide photographic identification.
  - If you are unable to provide such identification, we may decide to cancel your booking and you may be liable to pay the Company an amount equal to the full booking amount plus any other costs incurred by The Company in connection with the booking.



Accordingly, any pre-payment you have made in relation to the booking will be forfeited to The Company under this term.

Right of admission: The Company reserves the right to refuse any booking for any reason at its own discretion.

• The Company reserves the right to charge The Guest in full for any breakages or damage of any kind what so ever whether intentional or not, to any of The Companies or any other Guests facilities and/or possessions.

#### **Deposit Policy & Payment method**

# ALL BOOKINGS REQUIRE 100% DEPOSIT OF ACCOMMODATION COSTS TO SECURE YOUR BOOKING\*

\*Except for all dormitory reservations of less than five days outside of peak season and camping reservations throughout the year

- Deposits should only be made once we have confirmed availability. Do not send a deposit
  before the Company has approved your booking. If a deposit was made before you
  received approval of your booking, your deposit may be forfeited, or at least, any cost
  incurred in sending you back the money may be deducted.
- Until the full amount of your booking's deposit is received and acknowledged by The Company, your booking can not be considered as secured and the Company reserves the right to cancel your booking and any monies paid by you in relation to your Booking will be forfeited to the Company.
- Although final payment of your booking may have been made, it is only when the
  Company has sent you confirmation of your payment and booking that your booking can be
  considered as confirmed. Until then, all bookings are considered unconfirmed. Until then,
  the Company is entitled to let the room/bed to another customer. Of course, by all means,
  the Company will avoid such situations and are only included in these Terms and
  Conditions should such an unlikely situation occur.
- While Credit Card payment facilities and direct bank-to-bank transfers (internet banking) have not yet been established, a 5% surcharge would apply to all such payments.

## **Price List & Seasonal Rates:**

#### **The Accommodation Options:**

Please note that all Toilets are Dry Compost Toilets. No flushing toilets due to water restrictions.

- Camping: Bring your own equipment
- Dorm: Bedding included; No sharing of beds allowed; No discounts for sharing.
- Safari Tents: Bedding included. Two people max. No power. Shared facilities for toilet and shower.
- Private Rooms: Ensuite shower, one double bed, optional extra single bed. Shared facilities for toilet.
- Private Bandas: Ensuite toilet and shower in small outdoor courtyard; One double bed, one bunk bed, optional extra single bed.



	When?		
Low Season	From May 1st to June 30th		
Normal Season	Rest of year		
	From Dec 1st to 15th & from Jan 4th to 31st		
High Season	From July 1st to August 31st		
	12 to 22 April 2019 (Easter)		
Peak Season	From Dec 15th to 5 Jan 5th		

	1 GUEST	2 GUESTS	3 GUESTS	4 GUESTS		
CAMPING						
Low Season	600					
Normal Season	800					
High Season	1000					
Peak Season	1300					
DORM						
Low Season	1,000					
Normal Season	1,300					
High Season	1,500					
Peak Season	2,400					
SAFARI TENT						
Low Season	1,500	2,500				
Normal Season	2,000	3,000				
High Season	2,500	3,500				
Peak Season	3,500	4,500				
PRIVATE ROOMS						
Low Season	2,500	3,500				
Normal Season	3,000	4,000				
High Season	4,000	5,000				
Peak Season	5,000	6,000				
PRIVATE BANDAS						
Low Season	3,500	4,500	5,500	6,500		
Normal Season	4,000	5,000	6,000	7,000		
High Season	5,500	6,500	7,500	8,500		
Peak Season	7,000	8,000	9,000	10,000		

Special Discounts: 8th Night is FREE; 20% for 2+ Week stay and 30% Off for a 3+Week stay.

- Kenya Kenya
  - The prices displayed on the website, brochures, or anywhere else exclude all meals, beverages, transport, activities, laundry or room service unless otherwise specified.
  - If we have quoted you for one bed in the dormitory, the price quoted is only for one person. Any additional person, whether in separate or same bed will be charged extra. Same occurs for private rooms our quote shall specify single, double or triple. Should any extra person than the amount quoted for share the facilities, although this may not be for the entire duration of the booking, this will be charged extra and accordingly to the above price list.
  - Special requests must be indicated to us at the time of booking, however they cannot be guaranteed. An extra charge may be payable to facilitate a special request, unless stated otherwise in writing by our Management. Any customer with restricted mobility, particular care requirements or disabilities should discuss their requirements at the time of booking. Whilst we will use reasonable endeavors to accommodate such needs, they cannot be guaranteed unless we confirm this to you in writing.
  - The exclusive use of a particular area of the Company's premises for a conference, meeting, party or workshop of any kind will incur an extra cost, to be determined by the Company's management according to the specifics of such a request (e.g. number of people, number of tables and chairs required, food, coffee and tea, use of our projector and sound system etc.).
  - If departure in the middle of the night, or arrival early morning, accommodation for the night is to be paid in full.
  - Children's prices:
    - Full accommodation charges will apply to children unless if under 4 years old and occupying the same room.
    - Food: Free below four years; Full Price above 4 years but we have a Kids menu.

## **Cancellations, Changes, & Refund policy**

- You must give notice to cancel your booking. If your notice is given in writing (e.g. email), the effective date of cancellation will be the date we acknowledge receipt of your instruction, not the day you sent the message.
- Should you be required to pay cancellation charges shown below, keep in mind that such costs may be recoverable under your travel insurance policy, depending on its terms.
- Deposits for bookings during peak season are 100% non-refundable!
- For bookings outside of Peak Season, the following refund policy applies:

Number of days before arrival date	Refund of deposit			
More than 90 days	100 % refund			
30 – 89 days	50 % refund			
0 – 29 days	0 % refund			
Deposits for bookings during peak season are 100% non-refundable!				



- You will be charged the maximum amount (see above) for the full duration of your Booking:
  - If you do not show up for your booking,
  - If you decide to reduce the number of nights in your chosen type of accommodation
  - If the number of guests is reduced;
  - If the type of accommodation is downgraded;
  - If the net value of the booking is in any manner affected.
- The fact that your cancelled room/ bed may or not be filled by new guests will not affect the fact that you will be required to pay the full amount of your booking.
- In case of 'Force Majeure' or government travel advice there will be no refund and the Company will not be liable for any additional costs incurred by you.
- There will be no refund if you became sick at the last minute, if your VISA was denied or for whatever other reason. We will be understanding in extreme cases when proof is supplied.

### **Cancellation and changes made by us**

• The Company reserves the right to cancel a Booking **no later than 30 days before the date of your booking**. With any form of cancellation, the Company will offer you alternative arrangements, and, if the price of your alternative booking is of lower value than the original booking the Company will refund the difference to you. If you do not accept alternative arrangements we will refund all payments you have made to the Company.

## **Force Majeure**

The Company shall not be in breach of this Agreement if it does not provide the services under this Agreement due to the following circumstances:

- Industrial action by the Company's employees
- Industrial action by the staff of one of the Company's suppliers
- Fire, lighting, explosion, riot, civil commotion, malicious damage, extreme weather conditions, storm, flood, burst pipes, earthquake, terrorism and the Hotel being damaged or destroyed.
- Government travel advice, breakdown of machinery, or any failure to supply the Hotel with gas, electricity, water and so on, outside the control of the Company.

If any of the above occurs the Company will do its best to avoid any inconvenience.

## **Parking**

There may be limited spaces available. If you are driving large vehicles such as overland trucks or have any particular vehicle requirements please discuss these with us at the time of booking.

## **Hotel Events**

• Please be aware that at certain times throughout the year, we will be hosting weddings, events and parties, which you may feel would be an intrusion on your break. Please contact the Company directly in advance of your stay for further information about our events calendar.



We will not accept any request for refunds or other forms of compensation should one of our events have disturbed you because you were not aware of this event. Our events calendar is available online on our Facebook page, on our newsletter and at the bar, as well as in the

signature of every one of our emails. If in doubt, please be warned that we host events and parties as regularly as every weekend sometimes. Feel free to contact us by phone or email to enquire about events during a specific period.

• Event tickets are non-refundable.

## **Use of Information & Publicity**

- You consent and authorise the Company to collect the email address you provide on checkin and add it you to our mailing list. If you would rather not, please advise our reception and we will not add your email address to the mailing list.
- You agree that the Company may use images of you taken during your stay without recourse to you and without compensation to you, for publicity and promotion purposes only through whatever medium it chooses.

### **Liability & Acceptance of Risk**

- You agree to indemnify the Company from any claims made by you for incidents arising during your stay.
- To the fullest extent permitted by law, the Company does not accept liability for any loss, damage, death or injury however caused (including through negligence), which you may directly or indirectly suffer in connection with or arising from this contract or your participation in a trip, or in respect of a failure or omission on the part of the Company to
  - comply with its obligations under this contract. To the fullest extent permitted by law, you also agree to release the Company and its directors, owners, employees, agents and Partners from all costs, liability, loss and damage incurred by you before, during or after your Booking period and waive any associated claims that you may have against the Company.
- The Company does not accept liability for loss or damage to any object, equipment, furniture, stock or any other property brought onto the premises by the Guest or persons authorised by the Guest. A safe and a locked room are provided for the convenience of the Guests but any property deposited there is entirely at your own risk. The Company will endeavour to assist Guests with storage of their equipment, however it excludes liability for the loss or damage of those items.
- The Company shall not be liable for any special, indirect, consequential or pure economic loss including but not limited to loss of profits, loss of business; depletion of goodwill and/or similar losses.