

INTRODUCTION

These terms and conditions apply to camps organised by Camp Swamp Africa whose registered office is at Umoja Spine road ,Nairobi Christian Church building ,off kangundo road ,48841-00100 Nairobi Kenya.

The contract for the supply of any place on a particular camp is between Camp Swamp Africa and you. Your contract incorporates these terms and conditions and by making a booking with us you confirm your acceptance of these Terms and Conditions.

In these terms and conditions: “we” or “us” or “our” means I Camp Swamp Swamp Africa “you” or “your” means the relevant Participant(s) named on the registration form or where any Participant is under the age of 18, then that Participant’s parent or guardian who submits our registration form “Participant” means the person(s) named on the relevant registration form taking part in the relevant camp and where that person is under 18 includes where applicable his or her parents or guardians.

A. BOOKING AND PAYMENT

A.1 YOUR RESERVATION

Note. Camp attendance is at your own risk and any contingencies provided are on good faith basis.

A.1.1 When you make a booking, we will provisionally reserve a place or places on the relevant camp on the basis of these terms and conditions. Your booking will be taken as confirmed in respect of all Participants named by you on the registration form only at the time of deposit payment and when we have received a duly completed registration form. A binding contract between us will come into existence only when we send our Confirmation Invoice to you. Prior to doing so, we may send you an acknowledgement of receipt of the deposit and registration form. Any such acknowledgement simply indicates that we are dealing with the booking and is not a confirmation of it.

A.1.2 Please check the Confirmation Invoice and any other documents we send you as soon as you receive them. Contact us immediately if any information which appears on such documentation appears to be incorrect or incomplete, as it may not be possible to make changes later.

We regret we cannot accept any responsibility if we are not notified of any inaccuracies in any document within ten days of our sending it out. Whilst we will do our best to rectify any inaccuracies notified outside these time limits, you will be responsible for any costs and expenses involved in doing so except where we made the mistake and there is good reason why you did not contact us within the above time limits.

A.2 OUR PRICE POLICY, PAYMENT TERMS AND SURCHARGES.

A.2.1 We reserve the right to alter prices shown in any of our brochures or in any literature that we send to you and we will inform you of any price changes prior to the issue of our Confirmation Invoice. Once our Confirmation Invoice has been issued then, save in the case of manifest error, any price changes may only be made in accordance with the remaining provisions of these terms and conditions and we particularly draw your attention to clause A.2.4 below in relation to surcharges.

A.2.2 Deposits are usually payable per Participant upon registration. The balance of the total price per Participant must be paid no later than seven (7) weeks before the start of the relevant camp session. If your registration is made after this time then full payment will be required before your registration can be accepted. Participants will not be confirmed on the camp until we receive the relevant deposit and if the balance is not paid by the due date then we shall cancel your booking and retain any deposit.

A.2.3 Payment of deposits and final payments are to be made by direct credit transfer into our bank account, details of which will be provided to you. We also accept payment by debit, credit card or mobile money in Kenya shillings or American Dollars.

A.2.4 Changes in transportation costs (including the cost of fuel) duties, taxes, fees, exchange rates or supplier costs mean that we reserve the right to alter the price of the camp even after the issue of our Confirmation Invoice. No alteration shall be made to the prices within 30 days of the camp commencing. If any such alteration means that you have to pay an increase of more than 20% of the total price of the camp (excluding any insurance premiums or amendment charges), you will have the option of either:-

- A.2.4.1 Accepting a change to an alternative camp if we are able to offer it. If any alternative arrangements are of higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price, or
- A.2.4.2 Cancelling and receiving a full refund of all monies paid, except for any insurance premiums or amendment charges. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days of receiving details of our surcharges.

Any change to an alternative camp or any cancellation must apply to all Participants named on the registration form. If due to changes in costs etc as mentioned above, the price of your camp goes down by more than 2% of the total price (excluding any amendment charges), then any refund due will be paid to you. However, please note that camp arrangements are not always purchased in local currency and some apparent changes have no impact on the price of the camp due to contractual and other protection in place.

Terms & Conditions for Individual Campers

B. CHANGES AND CANCELLATION BY US

B.2 IF WE CHANGE YOUR ARRANGEMENTS BEFORE CAMP COMMENCES

B.2.1 We hope and expect to be able to provide you with all the services we have confirmed to you. However given the nature of the camps, you and each Participant are expected to be flexible and accommodate the possibility of alternative arrangements having to be made, even at the last minute and without prior notice. Please note that any published outline itineraries are a guide only, do not form a contractual obligation on us and may be subject to change. In the vast majority of cases any changes will be regarded by us as minor changes. However, if we consider them a “Significant Change” we will endeavour to advise you as soon as reasonably possible. A Significant Change includes, purely by way of example, a significant change of destination or camp arising otherwise than as a result of circumstances beyond our control.

B.2.2 In the case of a Significant Change before your departure for the camp we will provide you with three alternatives:

B.2.2.1 Alternative arrangements of equivalent or of very closely similar standard and price, if available, or

B.2.2.2 Alternative arrangements of a lower standard together with a refund of the difference in price; or

B.2.2.3 Cancel your places on the camp with a 90% refund of all monies paid.

Any alternative arrangements or cancellation must apply to all Participants named on the registration form. In all 3 cases, compensation will be paid as detailed in clause D below unless the change occurs as a result of circumstances beyond our control where clause H.1 will apply.

B.3 IF WE CANCEL YOUR ARRANGEMENTS

B.3.1 In the unlikely event we need to cancel arrangements we will tell you as soon as possible. However we will not cancel your arrangements less than 30 days before departure unless it is for a reason outside our control as provided in clause H.1. If we have to cancel your arrangements we will provide you with three alternatives:

B.3.1.1 alternative arrangements of equivalent or of very closely similar standard and price, if available, or

B.3.1.2 alternative arrangements of a lower standard together with a refund of the difference in price; or

B.3.1.3 cancel your places on the camp with a full refund of all monies paid.

Any alternative arrangements or cancellation must apply to all Participants named on the registration form. In all 3 cases, compensation will be paid as detailed in clause D below unless the change occurs as a result of circumstances beyond our control (in which case clause H.1 will apply) or we cancel as a result of your failure to pay the deposit or the balance or any other sum when due or where clause **B.2.2** applies.

B.2.2 We regret that most of our camps can only be operated if a sufficient number of people agree to take part and pay all sums due. If there is insufficient demand, we have the right to cancel the camp in question. If we have to do so, we promise we will tell you no later than 30 days prior to departure. In this situation, you will then have the choice of the options shown in clause B.2.1 together with the option, if possible, of the same camp starting on a different date. Where we cancel for lack of numbers in accordance with this clause B.2.2, no compensation or other amounts (for example, the cost of any flights) will be payable. In the circumstances any flight arrangements should only be made once final numbers are confirmed.

C. CHANGES AND CANCELLATION BY YOU

C.1 IF YOU CHANGE YOUR BOOKING

C.1.1 If you want to change your booking in any way you must inform us in writing as soon as possible. We will try to help you, although we cannot guarantee that we will always be able to do this as changes are subject to availability at the time.

C.1.2 Where we can make a change, we will charge for any additional services, facilities, or other items changed, at the price which applies on the day the change is made. In addition, we will also apply an administration charge of £25 for each item you want to change. You will also be expected to pay or indemnify us against any charges made by our suppliers for such changes.

C.2 IF YOU CANCEL YOUR BOOKING

C.2.1 If you wish to cancel your booking, you must write to us. We will levy a cancellation charge on the scale shown in the table set out in clause D. These charges are based on the estimated cost of cancelling your arrangements and the expenses and losses we are likely to suffer.

C.2.2 If you or any Participant named on the registration form is unable to go for any reason or decides that he/she does not want to travel, you may be able to transfer the place of the person(s) concerned to someone else/ other people suggested by you and acceptable to us subject to the following:

C.2.2.1 You must write to us with full details of who cannot or does not want to travel and who you would like to go instead. We must receive this information at least 14 days before the camp commences.

C.2.2.2 If the change can be made, you will have to pay an amendment fee of Ksh 2000 per Participant changed together with any extra costs we incur or are asked to pay in order to make the change.

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D. CHANGES AND CANCELLATION CHARGES

The following table sets out the sums normally payable to us or you in the event of Significant Changes or cancellation. These sums are not payable where we have to make a Significant Change or cancel your arrangements as a result of:-

- (a) matters outside of our control when clause H.1 shall apply or
- (b) where your booking was accepted “subject to availability” or similar and the arrangements are not available

Period before camp starts in which notice of cancellation or Significant Change is received	Amount you will receive from us if we make a Significant Change	Amount you will receive from us if we cancel	Cancellation Charge if you cancel
More than 56 days	Ksh nil	Return of monies paid only	Deposit only

56 to 43 days	Ksh 1000 per affected Participant	Return of monies paid plus ksh 1000 per affected Participant	60% of total price
42 to 29 days	Ksh 2000 per affected Participant	Return of monies paid plus ksh 2000 per affected Participant	70% of total price
28 to 15 days	Ksh 3000 per affected Participant	Return of monies paid plus Ksh 3000 per affected Participant	85% of total price
14 days or less	Ksh 4000 per affected Participant	Return of monies paid plus ksh 4000 per affected Participant	100% of total price

NOTE “Total Price” means the total price payable by each relevant Participant for the camp excluding any fees payable for any previous changes made by you to the booking.

LIMITATION OF OUR LIABILITY TO YOU

E.1 If the contract we have with you is not performed or is improperly performed by us or our suppliers we will pay you compensation. However, we will not be liable where any failure in the performance of the contract is due to:

- E.1.1 you or a relevant Participant; or
- E.1.2 a third party unconnected with the provision of the camp arrangements and where the failure is unforeseeable or unavoidable; or
- E.1.3 unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or an event which we or our suppliers, even with all due care, could not foresee or forestall.

E.2 Our liability to you, except in cases involving death, injury or illness, shall be limited to a maximum of two times the cost payable to us for the camp.

E.2.1. should any participant suffer ,illness, injury or death attributed to the provisions of our services

E.3 Should any Participant suffer illness, personal injury or death attributable to a third party unconnected with the provision of the services, or as a result of failures due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which we or our suppliers, even with all due care, could not foresee or forestall, we will offer you such advice, guidance and assistance as is reasonable in the circumstances.

E.4 Our liability will also be limited in accordance with any relevant international convention in relation to the provision of travel or accommodation services which are incorporated into and form part of your contract with us and we are to be regarded as having all the benefit of any limitation of compensation contained in such conventions.

E.5 Unless otherwise expressly indicated by us in writing, activities, excursions or other tours that you or individual Participants may choose to book or pay for whilst on the camp and which are not included in the price of the camp, are not part of the arrangements provided by us. For any activity, excursion or other tour that you or individual Participants may book, the contract will be with the operator of the activity, excursion or tour and not with us. We are not responsible for the provision of the activity, excursion or tour or for anything that happens during the course of its provision by the operator even if a member of our staff accompanies or takes part in the activity, excursion or tour.

E.6 The provisions of clauses E.1 to E.5 inclusive are in addition to any other limitation of liability contained in these Terms and Conditions

E.7 Nothing in these Terms and Conditions affect any statutory rights that you or individual Participants may have under the relevant jurisdiction applicable pursuant to clause H.6.

YOUR RESPONSIBILITIES AND THE RESPONSIBILITIES OF PARTICIPANTS

F.1 APPLICATION FORM FOR PARTICIPANTS

Each Participant or their relevant parent or guardian may be required to fill in a form for entry onto the

camp. Where any Participant is under the age of 18 at the time of completion of the form and will not be accompanied by a parent or guardian, then a parent or guardian will be required to countersign and confirm that we may act in loco parentis whilst the relevant Participant is at the camp. We reserve the right to cancel any Participant's place on or require a Participant to leave the camp, even if the camp has already commenced, and without compensation or repayment of any sums paid should any information on the application form be incorrect.

F.2 SPECIAL REQUESTS

If you or a Participant has a special request, we will do our best to help, but we cannot guarantee it except as set out below. We promise to comply with any special request which we have specifically agreed to and confirmed in writing. General confirmation that a special request has been noted or passed on to the supplier or the inclusion of a special request on your Confirmation Invoice or on the acknowledgement of your registration or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed in writing all special requests are subject to availability. If any additional cost is applicable, it will either be invoiced to you prior to departure or should be paid for locally.

F.3 DOCUMENTATION

You are responsible for ensuring that all Participants included in the booking satisfy all passport, visa, travel insurance and health certificate requirements and we accept no responsibility for any refusal of travel or entry into any destination or for any liabilities, losses, delays or expenses incurred through any irregularity in such documentation. If you have any queries with regard to documentation and insurance requirements you must raise them with us well in advance of the camp commencing. Any information provided by us with regard to travel documentation is given in good faith but without responsibility on our part.

F.4 HEALTH PRECAUTIONS AND SAFETY

F.4.1 We will provide general advice to you and Participants as to what health precautions are usually required for your destination or activity. It is your responsibility to verify such advice with appropriately qualified medical personnel and to ensure that all such advice is communicated to Participants. Any health information provided by us is provided in good faith but will only be a general overview of any health hazards and requirements for the camp. In the circumstances any such advice given by us should not be regarded as a substitute for specific and detailed medical advice either for you or in respect of individual Participants who should raise any particular concerns with their own doctor.

F.4.2 Our camps involve strenuous activity and it is your responsibility to ensure that each Participant has the necessary level of fitness and health to complete the camp. Each Participant will be required to provide a form with appropriate medical details and full particulars must be given of any previous or existing conditions that may affect a Participant's ability to take part in the camp or relevant activities. Participants will be required to authorise disclosure by us of any such conditions to any medical personnel that we may use in connection with the camp. We reserve the right at any time to require individual Participants to produce medical evidence of that Participant's ability to take part in the camp or a particular activity. We reserve the right to cancel any Participant's place on or require a Participant to leave the camp, even if the camp has already commenced, and without repayment of any sums paid or other compensation, should any information provided to us in respect of that Participant's medical history or condition be incorrect.

F.4.3 Whilst on the camp all Participants are required to adhere at all times to the advice and instructions given by our staff or those retained by us to supply any services or activities which form part of the camp.

F.4.4 If a Participant falls ill or suffers an injury or in our opinion is not able to continue with the camp, we reserve the right, following consultation with the relevant parent or guardian, to require such Participant to either leave the camp entirely or for a period or to not take part in a particular activity on the camp. In such circumstances the relevant parent or guardian or other responsible adult will be required by us to accompany the relevant Participant at all times, even if the Participant has to return home. If we have to accompany the relevant Participant in such circumstances we reserve the right to charge for such additional service.

F.5 INSURANCE

F.5.1 Each Participant must be covered by appropriate insurance (including medical, air evacuation, rescue and repatriation insurance).

F.5.2 We do not offer insurance cover for your campers. Please note that the contract of insurance is between you and the insurance provider and we accept no liability in respect of such insurance.

F.5.3 You are responsible for ensuring that all information provided to any insurance company is correct and not misleading and we cannot be responsible for any problems that may arise as a result of any policy of insurance becoming invalid as a result of any error or omission in respect of such information.

All Participants should be provided with their insurance cards prior to departure and it is your responsibility to ensure that the cover provided is suitable and adequate for the camp and their particular needs.

F.6 BEHAVIOUR

F.6.1 We shall endeavor to provide advice to Participants on health, safety and security matters before and whilst on the camp and provide reasonable supervision whilst Participants are undertaking activities and expect all Participants to behave responsibly in relation to their own safety and security and that of others on the camp.

F.6.2 All Participants are expected to respect and obey the laws and customs of the destination country, treat others on the camp and locals with respect and courtesy, and observe and obey any instructions, directions, advice, rules and regulations given or imposed by us or those organizing any particular activities.

F.6.3 All Participants should be advised that you will be personally liable for any damages suffered to property or by us or any third party (including loss of business or reputation) in the event of any Participant failing to comply with the terms of this clause F.6 and that, following consultation with the relevant parent or guardian (if applicable), we reserve the right in our absolute discretion to require any Participant to leave the camp and return home at no cost to us if that Participant's behaviour falls short of the standards expected by us. In such circumstances the relevant Participant will have to be accompanied home by you or another responsible adult and no compensation of any sort (including the return of any monies paid) shall be payable by us in respect of the relevant Participant and all rights are reserved by us against such Participant and you.

F.6.3.1 Objects that have potential to use as weapons or weapons of any kind are prohibited on the camp grounds.

G. IF YOU HAVE A COMPLAINT

If you or any Participant have cause for complaint whilst on the camp, you must bring it to the attention of our staff immediately. They will do their best to rectify the situation. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to us at Camp Swamp Africa Umoja Spine road ,Nairobi Christian Church building ,off kangundo road ,48841-00100 Nairobi Kenya. Or email us at info@campswampafrika.org giving all relevant information.

H. MISCELLANEOUS

H.1 CHANGES DUE TO CIRCUMSTANCES BEYOND OUR CONTROL

We will not be liable to pay any compensation if we are forced to cancel or in any way change your arrangements as a result of unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even with all due care. These include unavoidable technical problems with transport, war or threat of war, civil strife, industrial disputes, natural disaster, bad weather, epidemic or terrorist activity. Please also note that given the nature of some of the activities on the camp these are subject to change or cancellation, often at very short notice and, in particular, as a result of inclement weather.

H.2 FINANCIAL PROTECTION

H.2.1 TRUST ACCOUNT

We take photographs or films of the camp and use the same in our promotional literature, on our website and in order to supply films and/or individual photographs and/or souvenir albums to relevant Participants and their parents and guardians. We may also reproduce any comments that we receive either from you or Participants in a similar way. We always endeavour to use any such photographs, films or comments in a responsible way but if you do not agree to such use we must be informed in writing at the time of booking and, given the nature of our camps, we may not be able to accept your

DATA PROTECTION

Information about you and Participants, including names, contact details and any special needs, disabilities or dietary requirements is collected by us. We may disclose this information to our service providers (who may be located outside of Kenya) for the purpose of providing you with optimum services. Only information necessary for this purpose will be disclosed to them. Some information, for example relating to religion or health, may be “sensitive personal data” within the meaning of the Data Protection Act of 2019. We need this information to cater for Participants’ needs, but it is collected on condition that we have your consent. If you do not agree to our use of such information, we cannot accept your booking. From time to time we may contact you or Participants by post or email with information about further camps. If you or individual Participants do not wish to receive such information, you or they should notify us. You have the right to ask us in writing for a data subject access request form to obtain a copy of the information which we hold about you or individual Participants named on your booking. You will be charged a fee for this. Any request should be addressed to us at Camp Swamp Africa, Kayole spine road, off kangundo road, 48841 00100 or email us at info@campswampafrika.org giving all relevant information.

H4. PUBLICITY AND USE OF IMAGES

We take photographs or films of the camp and use the same in our promotional literature, on our website and in order to supply films and/or individual photographs and/or souvenir albums to relevant Participants, parents, guardians and sponsors. We may also reproduce any comments that we receive either from you or Participants in a similar way. We always endeavor to use any such photographs, films or comments in a responsible way but if you do not agree to such use we must be informed in writing at the time of booking and, given the nature of our camps, we may not be able to accept your booking.

H.5 ACCURACY OF INFORMATION

All specific information supplied in any pre-departure camp itinerary or information pack or on our website is correct at the time of publication. Any other information contained in any marketing or preliminary information is designed to provide a general overview of the types of camps and activities we undertake and should not be regarded a representation forming part of the contract with you.

H.6 JURISDICTION/GOVERNING LAW

Any dispute, claim or other matter of any description (and whether involving personal injury or not) which arises out of or in connection with the camp must be brought first for local arbitration and when it fails taken to the Kenya Courts only. In which case the Kenyan law will apply to your contract.