

Terms and Conditions

THIS AGREEMENT is made on the day of application and becomes legally binding upon payment of booking deposit.

BETWEEN

1) **YOU**, the client as detailed in your application.

And

2) **One Earth Safaris Limited** whose registered office is at Nyali Reef road Mombasa, Kenya.

This is an important document. We have attempted to state the terms of this Agreement in a clear and concise manner, but if there is anything the Participant does not understand or wishes to have explained, the Participant should seek independent advice from a lawyer, Citizens Advice Bureau, Law Centre or other agency.

Agreement for participation in RAW's Program:

1.

Interpretation

1.1

In this Agreement:

The term "Program" means any expedition, project, course, trip, or other activity anywhere throughout the world, arranged by RAW from time to time; The term "Program Leaders" means the leader(s) on the allocated Program, to whom the Participant must report and whose rules the Participant must abide by; The term "Service" means the services, as set out in clause 2 below, to be provided by RAW to the Participant.

1.2

The headings in this Agreement are for convenience only and should not affect their interpretation.

2.

The Service Provided

2.1

RAW shall provide the Service described below to the Participant, subject to the terms of this Agreement.

2.2

RAW reserves the right to refuse to offer the Service to anyone for any reason.

2.3

The Service shall consist of: -

2.3.1

organising and setting up a Program and/or other course(s) as agreed upon between RAW and the Participant in writing;

2.3.2

arranging full pre departure briefing through online RAW website and providing Volunteer handbook.

2.3.3

arranging suitable accommodation and food (where applicable) during the period of the Participant's involvement in the Program. RAW shall, in most cases, arrange for transfers to and from the airport in the chosen country. However, this cannot be guaranteed, and Participants may in some cases have to make their own arrangements. Details of whether transfers are included are set out in the Program guidebook;

2.3.4

arranging Program Leaders to lead and manage projects where required;

2.3.5

arranging the provision of Program equipment, training and training materials relevant to the Program, where applicable;

2.3.6

providing and maintaining a full international support structure and providing a 24 hour emergency phone line in the UK ; and

2.3.7

providing international travel assistance and advice, which may include passing your details onto our preferred flight provider for a no obligation quote.

3.

The Participant's Obligations

3.1

By participating in a RAW Program the Participant accepts that he / she will be subjected to various physical and emotional demands. Participants are aware and accept that the standard of living, including food, hygiene and accommodation in the relevant country may be below the general standards of their own country.

3.2

The Participant is responsible for his/her own travel arrangements, expenses and insurance during the Program. The Participant is obliged to secure travel and medical insurance to protect the Participant against losses caused by travel arrangement cancellation, loss or damage of baggage, non-refundable airfare and/or emergency medical expenses.

3.3

In the event that RAW advances any monies to or on behalf of the Participant, the Participant shall reimburse such monies to RAW immediately upon conclusion of the Program.

3.4

It is a condition of booking that all Participants have a valid travel insurance policy to cover the entire duration of their trip which extends to include manual conservation and volunteer work. If you are unable to provide documentary evidence of a valid insurance, your booking may be cancelled at the sole discretion of RAW without any refund.

3.5

The Participant represents and warrants that all information and records provided to RAW relating to the Participant, the Participant's medical history and the Participant's medical statement are accurate and truthful and provide RAW with a clear indication of the Participant's state of health.

3.6

The Participant understands that he/she is under a duty to inform RAW in advance of the Program of any medication requirements, any allergies and any other physical or mental condition or limitation that might disable or render the Participant unable to perform or safely complete the Program.

3.7

The Participant is the best judge of his/her own condition and limitations, and the Participant acknowledges that it is incumbent on him/her to fully disclose the extent of any conditions or limitations.

3.8

The Participant represents, warrants and affirms that he/she has discussed this Program, its remote location, potential risks and physical and mental demands with his/her personal physician, and that the Participant is physically and emotionally fit and able to undertake this Program.

3.9

The Participant agrees to notify RAW of any physical and medical condition at least 4 weeks prior to departure and also of any changes in his/her physical and medical condition occurring after the Participant's signing of this Agreement.

3.10

RAW reserves the right to require documentation from a doctor or specialist verifying that the Participant is fit and able to undertake this program and RAW reserves the right to reject a booking on the grounds of the doctor's comments.

3.11

RAW shall not in any event be held liable for any consequence arising out of the Participant's failure to take advice or medication as prescribed by a medical practitioner both prior to departure and during the Program.

3.12

RAW reserves the right to reject applicants who require special medical care following due consideration.

3.13

The Participant acknowledges and agrees that RAW reserves the right to accept or reject any person as a Participant at any time, or to require a Participant to withdraw from a Program at any time if it is

determined in a Program Leaders sole discretion that it is the best interest of the Participant's health and safety, and/or in the best interest of the Program in general.

3.14

The Participant agrees to take personal responsibility for insuring the Participant's own personal effects and RAW cannot be held liable for any loss or damage of personal effects.

3.15

The Participant is responsible for ensuring that he / she has a valid passport, any necessary visa, permits and vaccinations and has obtained and supplied all relevant valid documentation for the Program in terms of travel documents and medical documents.

3.16

RAW cannot be held responsible for a country's decision to refuse entry, exit or the right of passage (national and local laws governing immigration). All Participants must ensure that they contact the relevant Embassy to acquire the relevant Visa or Tourist Permit prior to commencing the Program.

3.17

The Participant shall comply with all relevant laws, regulations and customs of the countries visited during the Program. In the event of a contravention of these laws, the Program Leader or RAW shall have the right to require the Participant to leave the Program and no liability on the part of RAW shall arise whatsoever.

3.18

The Participant will at all times respect and follow local laws and culture of the host country and behave in a responsible and courteous manner. Each Participant has a duty of care to each other, to local people, to host country nationals participating in the Programs and to RAW. The Participants shall follow the reasonable instructions of the Program Leaders during the Program.

3.19

As representatives of RAW within the host country, the Participant must respect RAW's aims and objectives and not willfully or recklessly seek to damage relations between RAW, the Program and/or the host country. The Participant must not misrepresent RAW in any way which would seek to undermine or damage relations between RAW and the host country.

3.20

The Participant shall at all times respect and follow the health and safety procedures as set out by RAW, the Program leaders and/or the representative in the host country.

3.21

The Participant acknowledges and agrees that RAW reserves the right to contact their Next Of Kin should staff deem it necessary.

3.22

The Participant acknowledges and agrees that RAW reserves the right to any photos and videos provided to them or taken by RAW Staff, during or after the program, for promotional purposes.

4.

Charges

4.1

Subject to any special terms agreed, the Participant must pay RAW's standard charge as explained in the Program "Costs and Dates" section as published on RAW's website www.rawkenya.org. Please note that costs shown within any printed material are subject to change and as such all final payments shall be displayed on RAW's website. The published prices on RAW's website are valid for 30 days only and Participants are advised to check the site regularly for the most recent prices and up to date information. Once a Participant has confirmed their booking and paid the deposit, they shall pay the remaining sum which was the published price as at the time of booking.

4.2

The non-refundable deposit payment is due within 48 hours of notice of acceptance onto the program. Deposits are currently £250.00 (US\$500 / €315) or £750 (US\$1500 / €940) for Programs costing £3,500.00 (US\$7,000 / €4,375) or more, or for Programs with a duration of 120 days or more, unless otherwise agreed upon between RAW and the Participant in writing.

4.5

Any sums paid shall become non-refundable at the payment deadline of their associated invoice. If, for any reason, the Participant does not meet these payment deadlines, then RAW reserves the right to offer the Participant's placement to someone else, without any refund to the Participant.

5.

Warranties, Liabilities and Assumption of Risk

5.1

RAW warrants to the Participant that the Service will be provided using reasonable care and skill and, as far as is reasonably possible, in accordance with the description of the Service.

5.2

Any information provided by RAW, including but not limited to information about visas, vaccinations, healthcare, climate, baggage, group sizes and special equipment is given in good faith for information and educational purposes only but without responsibility on the part of RAW.

5.3

Any liability by RAW and/or its employees and/or its agents is limited to the amount that will be paid out in such a case by the Tour Operators Combined Liability Insurance policy (the "Policies") which have been concluded in the name of RAW. If no compensation is received from the Policies, then any and all liability whatsoever, including without limitation, claims grounded in negligence, is hereby limited to a maximum amount of £2,000.00.

5.4

In particular RAW shall have no responsibility for any activities undertaken by the Participant outside the scope of those directly relating to the Program. No warranty is given in respect of any activities outside the scope of those relating to the Program and it is the Participant's responsibility to ensure that any person or company offering any activities possesses the requisite care and skill. The term "outside of scope" as used in this clause shall mean any and all actions or activities undertaken by the Participant that were not pre-arranged or procured by RAW, its employees or agents.

5.5

The Participant understands that certain risks may arise, including, but not limited to, hazards of traveling in remote areas; travel by automobile, van, bus, aeroplane, boat, train or any other means of conveyance; the forces of nature; civil disturbances; national or international conflicts; terrorism; arbitrary itinerary changes made by foreign governments or vendors; dive related accidents, boat accidents; interacting with dangerous wildlife; personal injury or illness from the local environment; accident or illness in remote locations without immediate evacuation or medical facilities; or negligent acts of third parties. The Participant hereby asserts that he/she knows, understands and appreciates these and other risks inherent in the Program and asserts that his/her participation is completely voluntary and assumes all risk associated with the Program and will hold RAW and its agents and employees harmless from and indemnify them for any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, which may arise in connection with the Participant's participation in this Program, any activities arranged by or for the Participant by RAW, its agents or employees, emergency medical care if considered essential by the most qualified in-situ personnel. The Participant further expressly agrees that the foregoing waiver and assumption of risks is intended to be as broad and inclusive as is permitted by applicable law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. The terms of this agreement shall further extend to the Participant's heirs, personal representatives, successors and assigns.

5.6

The warranty contained in this section is the sole and exclusive warranty as to the Service provided hereunder, and shall supersede any express or implied warranties, in fact or law, including, without limitation, warranties of merchantability or fitness for a particular purpose and RAW will not be liable under any circumstances with respect to any subject matter of this agreement under any contract, negligence, tort, strict liability or other legal or equitable theory for any incidental, consequential, special or exemplary damages (including, without limitation, loss of revenue or loss of profits or lost business), even if RAW has been advised of the possibility of such damages. Further, notwithstanding anything to the contrary contained in this agreement, in no event will RAW's cumulative liability to the Participant arising out of or relating to this agreement, whether based in contract, negligence, strict liability, tort or other legal or equitable theory exceed the total charges, as set out in clause 4.1, actually paid under this agreement.

6

Complaints

6.1

If the Participant wishes to make a complaint in relation to the Program, he/she shall bring the complaint to the attention of the Program Leader or the representative in the host country, who shall use his/her reasonable efforts to resolve the complaint within a reasonable time.

6.2

If the Program Leader or the representative in the host country is unable to resolve a serious complaint, and the Participant leaves the Program before the completion date, the Participant shall provide the Program Leader or the representative in the host country with a written version of events prior to the Participant's departure.

6.3

No compensation shall be given to the Participant, unless there are extreme circumstances, which shall be determined at the sole discretion of RAW. The Participant agrees that under no circumstances shall RAW be liable for damages or compensation arising from any claim related to the assessment of inconvenience, disappointment, discomfort or loss of enjoyment.

7.

Physical and Intellectual Property

7.1

All equipment and resources provided by RAW both prior to and throughout the duration of the Program (including teaching manuals) remain the property of RAW and must be returned on completion of the Program.

7.2

The Participant shall replace any property that is lost or damaged through his/her careless or otherwise negligent behaviour.

7.3

All research, data, reports, photographs and documentation relating to the Program and RAW projects provided by RAW, shall remain the property of RAW without compensation or further recourse to the Participant. RAW retains the rights over the use and dissemination of such materials for its commercial and promotional purposes, including, but not limited to, the posting of any photographs containing an image of the Participant while on the Program on its website, brochures, or other marketing, promotional or informational medium.

8.

Data Protection

8.1

It may be necessary for RAW to pass data about the Participant to countries outside of the European Economic Area (EEA) from time to time. The Participant hereby agrees that RAW may disclose his/her personal data, including any sensitive personal data such as relevant medical history, to the Program Leaders and any other representatives in the host countries.

8.2

From time to time RAW shares Participant contact information with other Participants and selected partners (such as insurance and flight providers) in order to enhance pre-departure support, allow direct communication between participants on similar programs and allow prospective Participants to communicate with former Participants. The Participant hereby agrees that RAW may disclose his/her contact information to other Participants, potential Participants and partners.

9.

Termination and Expulsion

9.1

RAW reserves the right to deny from participating in or otherwise to expel from the Program any Participant who is in breach of any term of this Agreement.

9.2

Without prejudice to the generality of clause 9.1 above the following will result in automatic expulsion :

9.2.1

Possession / taking / supplying of illegal or illicit substances. The question of whether the substances are illegal or illicit is to be governed by the jurisdiction of the state where the acts take place;

9.2.2

Displaying cruel, thoughtless or rude behaviour or committing acts which could injure or harm a member of the Program (including a staff member), or any other person;

9.2.3

Disobeying RAW's, the Program Leader's or the representative in the host country's instructions in relation to health and safety;

9.2.4

Committing an act or displaying behaviour which could jeopardise future RAW Programs within the host country or lead to the souring of relations between RAW and the host communities or country; and

9.2.5

Breaking local laws. Please note this list is not exhaustive.

9.3

Expulsion will be carried out by the Program Leader at RAW's own discretion and is not subject to appeal.

9.4

In all such cases the Participant will not be entitled to any reimbursement from RAW, nor will RAW be responsible for any additional costs incurred by the Participant as a result of expulsion.

10

Currency of Agreement and Cancellation

10.1

For Programs with a deposit of £250.00 or equivalent the Participant will be entitled to cancel this Agreement at any time up until 16 weeks before departure. For Programs with a deposit of £750 or equivalent, the Participant will be entitled to cancel this Agreement at any time up until 20 weeks before departure. In the event of timely cancellation, the Participant shall not be entitled to a refund of the deposit, but will be entitled to a refund of any other monies paid. In the event of cancellation after the deadlines above, the Participant shall not be entitled to a refund of any monies paid.

10.2

Transfers to different Programs, durations or dates will not be permitted following the first balance payment deadline.

10.3

RAW reserves the right to cancel or curtail the Program if, in its sole discretion, it believes that circumstances warrant it. This shall include cancellation because of Force Majeure (as described below). In the event of cancellation of the Program, the Participant shall be entitled to any monies paid less any irrecoverable expenditure on the part of RAW which has already been spent in relation to the preparation of the Program.

10.4

If RAW cancels the Program, the Participant will be entitled to a refund:

10.4.1

In the case of cancellation by RAW before departure, whether within or beyond RAW's control, the Participant shall be entitled to their deposit and any monies paid less £100.00 to cover RAW's costs, and less any other irrecoverable expenditure on the part of RAW which has already been spent. RAW shall not be held liable for any incidental expenses incurred by Participant as a result of any other arrangements that the Participant may have made; and

10.4.2

In the case of curtailment, the Participant shall be entitled to a reasonable proportion of the total charge from which any irrecoverable expenditure is deducted.

10.5

In all of the above cases where there is a cancellation, RAW's first recourse shall be to place the Participant on an alternative Program. RAW shall use reasonable efforts to match any alternative Program in accordance with the Participant's preferences.

10.6

In all of the above cases, either party shall give written notice to the other of cancellation, and any refund or alternative placement given to the Participant shall be considered to be in full and final settlement of all and any liability owed by RAW to the Participant.

11

Force Majeure

11.1

Notwithstanding any other provision of this Agreement, RAW shall not be deemed to be in breach of this Agreement or otherwise be liable for any delay in performance or non-performance of any of its obligations under this Agreement to the extent that the delay or non-performance is due to any circumstances beyond its reasonable control, including but not limited to Acts of God, war, acts of terrorism, riot or civil commotion, fire, strike and government or other official intervention.

12

General

12.1

This Agreement constitutes the entire Agreement between the parties and shall apply to all Programs and/or other courses provided by RAW and undertaken by the Participant. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions of this Agreement.

12.2

Any notice required or permitted to be given by one party to this Agreement to the other shall be in writing addressed to that other party: in the case of RAW, its registered office or principal place of business, in the Participant's case to the Participant's address as stated in this Agreement or being given to the Participant in person or by delivery to the Participant's last known place of residence outside the jurisdiction of the UK.

12.3

No waiver by either party of any breach of contract by the other shall be considered as constituting the waiver of any subsequent breach of contract or any other provision of this Agreement.

12.4

A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from the Act.

12.5

Kenya law shall apply to this Agreement and the parties agree to submit to the exclusive jurisdiction of the English Courts.

I HAVE READ THE WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT CONTAINED IN SECTION 5.5 OF THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS. I ACKNOWLEDGE THAT I AM SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY, AND INTEND BY COMPLETION OF MY APPLICATION TO AGREE TO A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.