

Standard Terms & Conditions

1. DEFINITIONS

1.1 "Accepted Quotation" shall mean the quotation supplied by ZedAway and accepted by the Client either by signature thereon (per facsimile transmission) or by signifying acceptance by E-Mail either on the order form or by separate acceptance thereof, either of which signify the Client's acceptance of such quotation; and signed and returned by the Client to ZedAway per facsimile transmission, signifying the Client's acceptance of such quotation; and

1.2 "Client" shall mean the person or entity who has accepted the quotation and has bound himself to the terms and conditions as contained herein. All persons on whose behalf the Client acts, whether as principal or agent, shall be deemed to have bound themselves to the terms and conditions as set out herein; and

1.3 "Commencement Date" shall mean the date upon which the first facility or service is provided by ZedAway to the Tour Group; and

1.4 "Component Cost" shall mean the cost, as detailed on the Accepted Quotation, of any aspect of the Tour Package; and

1.5 "Quoted Price" shall mean the price of the Tour Package as set out in the Accepted Quotation; and

1.6 "ZedAway" shall mean ZedAway Tourism and Sustainability in Africa; and

1.7 "Service Provider" shall mean such independent person or entity who supplies any facilities, services and/or food and/or refreshments (including but not limited to accommodation, transportation, meals, entertainment and the like); and

1.8 "Tour Brochure" shall mean the advertising and/or information material supplied by each and every Service Provider; and

1.9 "Tour Group" shall mean all persons who partake in any of the facilities or services offered as a result of the agreement which arises from the acceptance of any quotation furnished by ZedAway insofar as such persons have been introduced by the Client; and

1.10 "Tour Package" shall mean all the bookings, services, facilities, food and/or refreshments (including but not limited to accommodation, transportation, meals, entertainment and the like) forming part of the Accepted Quotation, as set out in all brochures and other advertising material supplied by the Service Provider.

2. APPLICABILITY

2.1 All quotes accepted, bookings made and services rendered shall at all times be subject to these terms and conditions unless otherwise agreed to in writing and signed by both parties thereto.

2.2 The Client shall:-

2.2.1 bear the responsibility and be liable for the payment of all the fees, disbursements and other amounts due in terms hereof and any Accepted Quotation; and

2.2.2 furthermore ensure that all persons who may be part of any Tour Group facilitated by the Client have been advised that they are deemed to be subject to the terms and conditions as contained herein and are made aware of same.

3. SCOPE OF TOUR PACKAGE

The Tour Package shall consist of such facilities, services, meals and/or refreshments (including but not limited to accommodation, transportation, meals, entertainment and the like) as may be set out in the Accepted Quotation and Tour Brochure.

4. SERVICE PROVIDER REPRESENTATION

4.1 ZedAway endeavours at all times to ensure that:-

4.1.1 the Service Providers meet such standards as may be represented in the brochures and/or information supplied by such Service Providers; and

4.1.2 the brochures and/or information supplied by the Service Providers accurately reflect the Tour Package to which such brochure relates.

4.2 Notwithstanding the aforementioned, ZedAway accepts no responsibility or liability for the accuracy of the information contained in the Tour Brochure and/or any representation and/or misrepresentation, loss, injury, damage, delay and/or inconvenience which may be suffered by the Client and/or the Tour Group arising out of any act and/or omission and/or misrepresentation on the part of the Service Provider, its servants, agents, contractors, sub-contractors, guests and the like.

4.3 The use of any aspects or portion of the Tour Package shall at all times be subject to the terms and conditions imposed by the Service Provider and any lawful directives given by the Service Provider or their duly authorised representatives.

5. QUOTATIONS

All quotations are valid for the period stipulated therein and for so long as the facilities and services reflected therein are available to ZedAway.

6. DEPOSIT AND PAYMENT

6.1 The Client shall make payment directly to ZedAway or into such account as may be nominated by E Commerce;

6.1.1 of the deposit, in the amount and on the date as reflected in the Accepted Quotation; and

6.1.2 of the full cost of the Tour Package as reflected on the Accepted Quotation by no later than 42 (Forty Two) days prior to the Commencement Date; and

6.1.3 of the Quoted Price in US Dollar currency (or otherwise specified) into such bank account as may be nominated by ZedAway on the Accepted Quotation.

6.2 Should the Client fail to make payment as aforesaid, the Tour Package shall immediately be cancelled without further notice to the Client but the Client shall remain responsible for payment of the amounts as set out herein.

7. RESERVATIONS

Upon receipt of the required deposit, ZedAway shall make such reservations as may be required in terms of the Tour Package and shall advise the Client, within 7 (Seven) days of receipt of the Accepted Quotation as to whether such reservations have been made or not. Should any facility or service forming part of the Tour Package not be available, ZedAway reserves the right to provide alternative facilities or services of a like nature and standard.

8. CANCELLATION COSTS

8.1 Should the Client cancel or alter the Tour Package and/or any part thereof and/or the total number of bookings comprising the Tour Package, then and in such event the Client shall forfeit or if payment has yet to be made, shall be responsible for payment of:

8.1.1 the deposit applicable to the Component Cost, should such cancellation or alteration take place more than 31 (Thirty One) days prior to the Commencement Date; or

8.1.2 25% (Twenty Five Per Cent) of the Component Cost, should such cancellation or alteration take place more than 22 (Twenty Two) days but less than 31 (Thirty One) days prior to the Commencement Date; or

8.1.3 50% (Fifty Five Per Cent) of the Component Cost, should such cancellation or alteration take place more than 15 (Fifteen) days but less than 21 (Twenty One) days prior to the Commencement Date; or

8.1.4 75% (Seventy Five Per Cent) of the Component Cost, should such cancellation or alteration take place more than 8 (Eight) days but less than 14 (Fourteen) days prior to the Commencement Date; or

8.1.5 100% (One Hundred Per Cent) of the Component Cost, should such cancellation or alteration take place less than 7 (Seven) days prior to the Commencement Date.

8.2 All alterations and cancellations of the Tour Package or any aspect or portion thereof shall be made by the Client in writing and shall be addressed to ZedAway at its fax number from time to time. ZedAway shall be deemed to have received notification as aforesaid on the first business day following the date upon which the notification is transmitted to ZedAway.

9. ALTERATION TO TOUR PACKAGE

9.1 ZedAway reserves the right to cancel and/or alter any aspect of the Tour Package, any routes and/or the itinerary relating to the Tour Package, should it, in ZedAway's sole and absolute discretion, be prudent and/or appropriate to do so.

9.2 The Client and/or the members of the Tour Group shall have no claim for any refund, loss, damage or expenses (all of whatsoever nature) arising out of the cancellation and/or alteration of any aspect of the Tour Package, any routes and/or the itinerary as aforesaid.

10. APPLICABLE INFORMATION

10.1 ZedAway shall, at the request of the Client, make available such information and pamphlets as may be available to it from time to time, relating to the rules of the Service Providers and such informative details relating to immunisation and preventative steps as may be provided by the relevant health authorities.

10.2 ZedAway accepts no responsibility for the accuracy of the information and shall not in any manner be liable for any loss, damage or expenses (all of whatsoever nature) arising out of the use, by the Client or the members of the Tour Group, of the information provided in accordance with the aforementioned provisions.

11. TRANSFERABILITY OF RESERVATIONS

All reservations shall not be transferred from one member of a Tour Group to any other person without the prior written consent of ZedAway having first been obtained in writing.

12. MINIMUM REQUIREMENTS

ZedAway reserves the right to refuse to facilitate a Tour Package should the minimum value thereof be less than US\$1,500.

13. DISCLAIMER

13.1 ZedAway shall not be responsible or liable for any refund, loss, damage, expense, illness, accident, destruction, theft or loss of any property (all of whatsoever nature) howsoever arising out of:

13.1.1 any act or omission (including any negligent act or omission), representation or misrepresentation, warranty or the like given by any Service Provider, their employees, agents and/or guests; and

13.1.2 any representation or misrepresentation, warranty or the like contained in any Tour Brochure, advertising material, documentation supplied by any Service Provider and/or ZedAway; and

13.1.3 the premature departure of any member of the Tour Group from the tour as the result of accident, illness or any other cause howsoever arising.

13.2 The Client and each individual member of the Tour Group shall be responsible for ensuring that they comply with all of the formalities imposed by the port or point of destination and arrival, including but not limited to such regulations as may be imposed by custom and health authorities.

14. JURISDICTION

The Client consents to the jurisdiction of any competent Court in the Republic of Kenya and furthermore agrees that the terms and conditions as contained herein shall be subject to and interpreted in accordance with the prevailing laws of the Republic of Kenya.

15. VIS MAJOR

15.1 The Client and/or any member of the Tour Group shall not have any claim of any nature whatever against ZedAway for any failure by ZedAway to carry out any of its obligations under the contract as a result of vis major, including but without being limited to any strike, lock-out, shortage of labour or supplies and/or goods, delays in transport, accidents of any kind, any default or delay by any Service Provider, riot, political or civil disturbances, the elements, any act of any State or Government or any authority, or any other cause whatever beyond ZedAway's control.

15.2 If for any cause referred to in 15.1 ZedAway's available supplies of the goods or services forming part of the Tour Package become, or will in its opinion become, be insufficient to meet the requirements of all its Clients at any time, then ZedAway shall be entitled to alter the nature of the Tour Package and supply similar services and facilities to its Clients or allocate such services or facilities amongst its Clients in such manner as it deems fair and equitable, and to vary its obligations to the Client accordingly, until such time as ZedAway is satisfied that the facilities and services at its disposal are sufficient to meet the requirements of all its Clients.

15.3 If the performance of ZedAway's obligations herein are unduly delayed by any of the causes set out in 15.1, then the Client shall be entitled, subject to obtaining the previous written consent of ZedAway, to cancel the affected portion of the Tour Package.

16. GENERAL

16.1 No alteration, cancellation, variation of, or addition to these terms and conditions shall be of any force or effect unless reduced to writing and signed by ZedAway and the Client or their duly authorised representatives.

16.2 No indulgence, leniency or extension of time granted by ZedAway, shall in any way prejudice or preclude ZedAway from exercising any of its rights in the future.

16.3 The headings appearing in these terms and conditions have been used for reference purposes only and shall not affect its interpretation.

17. TELEFAX NUMBER AND E-MAIL ADDRESS

17.1 All correspondence addressed to ZedAway shall be so addressed either:-

17.1.1 to its facsimile transmission at +44 709 2197 109; or

17.1.2 to its E-Mail address at info@ZedAway.com.

17.2 All correspondence by way of facsimile transmission or E-Mail shall be deemed to be valid and binding on the Client;

17.2.1 provided that same has been received by ZedAway; and

17.2.2 provided ZedAway have proof that the facsimile transmission of E-Mail has been sent.

18. CREDIT CARD PAYMENTS

Should payment be made by way of credit card the Client and/or the owner of the credit card hereby indemnifies ZedAway against the unauthorised use, by any person, of such credit card. Immediately upon the use of the credit card and the payment of the funds pursuant to such use, ZedAway shall not be obliged to refund to the Client and/or the owner of the credit card any funds so transferred other than in accordance with the provisions of this agreement.

If you have any questions about this privacy statement, the practices of this site, or your dealings with this Web site, you can contact:

19. CONTACT DETAILS

ZedAway

Unit 1.12

Oxo Tower Wharf

Bargehouse Street

SE1 9PH

London, UK

Telephone: +44 208 1806 728

Fax&Voice: +44 709 2197 109