

ISHARA EXPERIENCE LIMITED

TERMS AND CONDITIONS FOR THE GUEST AGREEMENT

This Agreement is dated upon the date signed hereunder and entered into with you (**'Guest'** or **'you'**) by **ISHARA EXPERIENCE LIMITED** incorporated and registered in the Republic of Kenya and of P.O. Box 49160-00100, Nairobi (**'IEL'**).

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions:

Agreement: means this Guest Agreement together with any applicable terms and conditions contained on IEL's Website (www.ishara.ke) and the guest registration form.

Booking: means a confirmed and paid for (whether in part or full) Guest booking issued by IEL in response to your Service request (as defined in Clause 2 of this Agreement) regardless of the source of enquiry (appointed travel agent, direct telephone/email, online or otherwise).

Business Day (or reference to a 'Day'): a day other than a Saturday, Sunday or public holiday in Kenya when banks in Nairobi are open for business.

Commencement Date: has the meaning given to it in Clause 3 of this Agreement.

Force Majeure Event: means any event, circumstance or cause not within a party's reasonable control including, without limitation:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic and/or action taken by a Government or Governmental Authority in respect thereof;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination;
- (e) any law or any action taken by a government or public authority including without limitation imposing any travel ban or restrictions;

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- (f) collapse of buildings, fire, explosion or accident;
- (g) interruption or failure of a utility service;
- (h) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport, including the closure or congestion of airports or ports; and
- (i) impossibility of the use of public or private telecommunications network.

Privacy Policy means the privacy policy set out on IEL's Website.

Services means the services as further described as '**Inclusions**' in Schedule 1 provided by IEL together with any other supplies and services from time to time offered by IEL and which IEL includes within the scope of this Agreement. For the avoidance of doubt, the Services do not include any of the services described as '**Exclusions**' in Schedule 1.

Territory: means the Republic of Kenya.

Website: means www.ishara.ke.

- 1.2 **Headings.** Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 **Person.** A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality). References to 'you' or 'your' are references to the Guest as defined herein.
- 1.4 **Schedules.** The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.5 **Singular and plural.** Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.6 **Gender.** Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 **Legislative references.** Reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.



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1.8 **Writing.** A reference to **writing** or **written** includes email.

1.9 **"Including".** Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.10 **Clauses and schedules.** References to clauses and Schedules are to the clauses and Schedules of this agreement; references to paragraphs are to paragraphs of the relevant Schedule.

2. Scope

This Agreement sets out the terms and conditions which govern your Booking at the Ishara Mara Camp situated along the Talek River in the Masai Mara National Reserve (the '**Camp**').

3 Commencement and duration

This Agreement shall become effective immediately upon a payment (either in full or partial) being received by IEL or its appointed agent for your Booking and shall continue in full force until your check-out or unless terminated earlier in accordance with the terms of this Agreement (and thereafter the terms herein shall continue to govern any dispute arising between the parties in respect of this Booking).

4 Accommodation Bookings

4.1 Direct Booking

- (a) You can make a Booking with IEL by telephone on **+254 115 352 071** or by email at **reservations@ishara.ke**.
- (b) Upon completing payment and confirming your Booking directly with IEL in accordance with Clause 4.1(a) above, you will receive an automatic email from IEL confirming your Booking details ('**Accommodation Confirmation**'). You must read the Accommodation Confirmation carefully and notify IEL immediately if any of the details are incorrect.



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4.2 Booking by telephone or email

- (a) If you prefer to make your Booking by telephone or email, you accept that communication with IEL will be electronic and you agree to this means of communication for contractual purposes.
- (b) Whether you contact IEL by telephone or email, once IEL has reviewed your desired arrangements, you will receive an email with a summary of those arrangements ('**Accommodation Summary**'), together with a source link to a copy of this Agreement and IEL's Privacy Policy, for you to review and sign off prior to confirming your Booking.
- (c) Bookings will be confirmed as you comply with Clause 4.13 (payment terms) and confirm acceptance of the terms of this Agreement by signing and returning a copy of this Agreement, the Privacy Policy and the Accommodation Summary in accordance with the instructions provided to IEL. These documents (and any other documents referred to in them) will form your contract with IEL. Once you have confirmed your agreement to the arrangements set out in the Accommodation Summary and to all applicable terms (in accordance with the instructions provided), IEL will email you your Accommodation Confirmation (upon receipt of payment).

4.3 **Your Status:** Upon confirmation of your Booking in accordance with Clauses 4.1 or 4.2 , you warrant that:

- (a) You are legally capable of entering into binding contracts;
- (b) You are at least 18 years old; and
- (c) The details provided to IEL in connection with your Booking are true, complete and accurate, particularly that the credit or debit card used for the Booking is yours and that there are sufficient funds to cover the cost of the Booking requested.



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- 4.4 **Changes in connection with the booking.** Subject to clause 4.11 (c) (*Cancellation Policy*), IEL will endeavor (but not guarantee) always subject to availability and at its discretion to accommodate any changes you may wish to make to your Booking ('**Change Request**'), which are limited to:
- (a) any change to your arrival and/or departure date;
 - (b) any change to the number of people accompanying you and booked to stay at the Camp;
 - (c) any change to the type of accommodation at the Camp; and
 - (d) any transfer of your Booking to a substitute person.
- 4.5 In the event of a Change Request or to the information provided to IEL in relation to your Booking, it is your responsibility to inform IEL in writing addressed to the email addresses provided below as soon as possible after making your Booking.
- For the attention of: Jagdeep Sura and Rose Samba***
Email: reservations@ishara.ke
- 4.6 Upon accepting and effecting your Change Request, a new Accommodation Confirmation will be issued by IEL setting out the new applicable rates (where applicable). Please note that changes accepted by IEL may not be accepted by any third-party service providers with whom you have contracted for other services, such as spa treatments, flights, among others. You hereby acknowledge that IEL shall not be liable for any loss or damage that you may incur or suffer as a result of a Change Request.
- 4.7 Upon confirmation of your Booking, you shall take full responsibility for the Booking whether financial or otherwise on behalf of any other guest(s) accompanying you (unless accompanying guest(s) fill in their own booking form) and confirm that the information provided to IEL and/or the Camp relating to such other guest(s) is true, accurate and complete in accordance with the terms of this Agreement.
- 4.8 If a third-party undertakes the Booking for the Guest, the third-party and the Guest will be jointly and severally liable to IEL for all obligations arising from this Agreement.



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- 4.9 **Guest Information.** Subject to the data protection provisions set out in Clause 12.2, IEL shall ensure that all information required by and provided to IEL and/or the Camp relating to your booking is accurate, complete and true.
- 4.10 **Minors Policy.** The Camp is more suitable to hosting accompanied minors above the age of eight (8) years, it being located in a wildlife reserve. However, for any exceptions please contact IEL sales office.
- 4.11 **Cancellation Policy**
- (a) Booking cancellation instructions must be made in writing via email (and ensuring that a read receipt or acknowledgement email is received confirming the cancellation) to the addresses provided in Clause 4.5 ('**Cancellation Notice**').
For the attention of: Jagdeep Sura and Rose Samba
Email: reservations@ishara.ke
- (b) IEL will use all reasonable efforts to respond to emails on time but you are expected to ensure that you follow up on any cancellation notification as cancellations will only be deemed effective upon a response from IEL acknowledging such request. If no acknowledgment of the Cancellation Notice is issued by IEL, the Cancellation Notice shall not be valid.
- (c) IEL's Booking cancellation charges/no show policy is applicable on the total payable amount as follows:
- More than 91 days prior to arrival - no charge
 - 90-46 days prior to arrival - 20%
 - 45-21 days prior to arrival - 50%
 - Within 21 days of arrival - 100% ('Cancellation Policy')
- (d) If you have to cancel your Booking for reasons covered by your travel insurance policy, you should be able to recover your cancellation charges from your insurance provider. For the avoidance of doubt, IEL does not insure cancellations and the Cancellation Policy above shall apply in all instances of cancellations and 'no shows'.



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4.12 Force Majeure Event

- a) In the event of a cancellation due to a Force Majeure Event, a reimbursement will be provided to the Guest (using the same method originally used by the Guest to pay for the accommodation) at the discretion of IEL, PROVIDED THAT sufficient information pertaining to the Force Majeure Event is provided to IEL. This Agreement shall stand terminated upon reimbursement of the amount paid by the Guest for the Services.
- b) Alternatively, IEL may at its own discretion elect instead to issue a credit and allow for a modification of the date of the Booking. The specific terms and conditions of such credit will be outlined in the credit note issued. Subject to these terms, IEL shall have the discretion to issue specific terms and conditions to apply in specific Force Majeure Events.

4.13 Payment terms

- (a) Payment for all Bookings made pursuant to clauses 4.1 and 4.2 must be made upfront and in full without any deductions or set off, unless otherwise specified in writing by IEL save for direct Bookings where the Guest shall be required to pay a deposit of fifty percent (50%) of the applicable Booking fee immediately upon receipt of the Accommodation Confirmation and the balance of fifty percent (50%) shall be paid within thirty (30) days from the date of the Accommodation Confirmation.
- (b) Please note that a surcharge of three percent (3%) (or such other amount as may be charged by IEL from time to time) may apply to all payments made by credit card.

- 4.14 **Ishara Foundation (Mandatory).** As part of the IEL experience, every guest at the Camp shall be required to contribute a USD10 per night donation (applicable upon registration or incorporation of the Ishara Foundation), such sum to be allocated to the Ishara Foundation, an organisation which aims to empower the local community and improve the quality of life in the surrounding areas. The work of the Ishara Foundation is centered around economic inclusion and improvements in education, health, wildlife, and environment conservation.



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5 Travel documents and health advice

- 5.1 It is your responsibility to ensure that you have valid travel documents and acquaint yourself with any travel or health advisory released by the Government of Kenya or the relevant regulatory authorities. In the event that IEL suffers any loss (whether by way of fine or otherwise) as a result of you failing to hold the correct travel documents, you shall be liable to indemnify IEL in full.
- 5.2 **Vaccination Certificates.** In addition, and having regard to the relevant laws and any relevant guidance in force from time to time, all guests must possess and provide proof of relevant vaccinations including but not limited to a COVID-19 vaccination certificate when checking in at the Camp.

6 Insurance

- 6.1 The Guest hereby agrees to take out adequate travel and medical insurance before traveling, taking into account that the Camp is located in a wildlife reserve. IEL will not accept guests unless a comprehensive travel and medical insurance has been taken out by the Guest or on behalf of the Guest. If a Guest does not have full travel and medical insurance, IEL is entitled to cancel the Booking and the Cancellation Policy under clause 4.11(c) will apply accordingly.
- 6.2 The Guest further acknowledges and accepts that, subject to the indemnity provisions set out in Schedule 2, IEL shall not, to the extent permitted by law, be responsible for any inconvenience, delay, loss, damage, costs or expenses incurred by the Guest or any other person(s) accompanying the Guest as a result of his/her failure to obtain adequate cover.

7 The Services

- 7.1 IEL shall make available the room(s) and Services the Guest has reserved and paid for in accordance with this Agreement. The Guest has no right to demand the provision of specific rooms or specific Services, unless IEL has confirmed the provisions of particular rooms or Services beforehand and in writing.



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- 7.2 Pursuant to Schedule 1 (Inclusions), it is hereby agreed and accepted by the Guest that all ownership of intellectual property vesting in the photographs taken by the Guest or IEL's staff using the Taswira Photo Studio equipment shall remain with IEL and that all times, IEL will not use any photographs taken of Guests without their express permission to do so.

8 Arrival and departure

- 8.1 **Check-in** is at 1200HRS on the date of arrival.
- 8.2 **Check-out** is at 1000HRS on the date of departure.
- 8.3 Early check in and late check-out are subject to availability at the discretion of IEL. This notwithstanding, IEL may charge a fee (to be determined on a case by case basis) on the applicable rate for late check-out to compensate it for the additional use of the room and the costs incurred due to delayed availability of the room.
- 8.4 **In-room dining** at the Camp is available from 0700-2200HRS.
- 8.5 **Personal items.** IEL recommends that all personal items, including valuables, money or other articles of value, be kept in the in-room electronic safe for safe keeping. The Guest shall report to IEL or the Camp any loss, destruction or damage to the personal items immediately after he/she has become aware of it. For the avoidance of doubt, IEL shall not be responsible for any loss of or damage to any personal effects. It is therefore recommended that each Guest maintain their own personal effects and valuable items insurance.

9 Use of the Spa, Gym and the pool

- 9.1 The spa is operated independently on the Camp by IEL
- 9.2 In addition, you understand that the use of the swimming pool and the fitness facility at the Camp (hereinafter the '**Facilities**') represent potentially hazardous activities which you voluntarily elect to participate in (the '**Activities**').



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- 9.3 You hereby agree to freely and expressly assume all risks of injury or death (to you or to any other guest(s) accompanying you) which may occur while participating in the Activities or in relation to any injuries sustained as a consequence of receiving any treatment or massage at the Spa.
- 9.4 Consequently, you hereby agree to hold harmless, release, indemnify and defend IEL, the Camp, their respective officers, directors, agents, servants and employees, of and from any liability, claims, demands, actions and causes of action whatsoever which may be associated with and/or result from your involvement in such Activities and/or arising out of or relating to any spa treatment received at the Spa or related to any loss, damage or injury, including death, that may be sustained by you while participating in the Activities and/or receiving a spa treatment or massage to the extent permitted by law.

10 Indemnity

- 10.1 The Guest hereby acknowledges that the Services provided at the Camp entail a certain degree of risk including without limitation attacks by wild animals. Guests are advised to consult the relevant personnel at the Camp at all times before undertaking any activity that may bring them harm and comply with safety briefings provided on arrival by the Camp staff. All guests must adhere to the directions provided by the personnel relating to their safety at the Camp or within the Masai Mara National Reserve.
- 10.2 All guests are required to read, understand and sign the Indemnity Form provided in Schedule 2 when signing this Agreement and prior to checking in at the Camp.

11. Confidentiality

- 11.1 **Obligations of confidentiality.** IEL undertakes that it shall not at any time disclose to any person any confidential information concerning the Guest or his/her affairs except as permitted by clause 11.2.



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11.2 **Confidentiality exceptions.** IEL may disclose the Guest's confidential information:

- (a) to its employees, officers, representatives, advisers or for emergency purposes to those parties who need to know such information and for the purposes of carrying out IEL's obligations under this Agreement. IEL shall procure that its employees, officers, representatives or advisers to whom it discloses the Guest's confidential information comply with this clause 11; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12. Compliance

12.1 Compliance

- (a) IEL hereby covenants that it shall at its own expense comply with all laws and regulations relating to its activities under this Agreement, as amended from time to time, and with any conditions binding on it in any applicable licences, registrations, permits and approvals.
- (b) All guests must comply with all applicable laws and regulations during their stay in Kenya. IEL will not be liable for any breach of any such laws by the guests.

12.2 **Mandatory Policies.** IEL shall comply with all applicable Data Protection Legislation in Kenya (including without limitation, the Data Protection Act No. 24 of 2019 and the regulations thereto) and IEL's Privacy Policy. Please note that you will not be able to make any Booking with IEL if you do not confirm your agreement to the Privacy Policy in accordance with the instructions provided at the time of Booking.

12.3 **Anti-bribery compliance.** The parties shall comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act No. 47 of 2016 (Laws of Kenya).



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13. Termination

- 13.1 IEL may, at its discretion and without liability or cost to itself, at any time cancel or terminate the Guest's booking and this Agreement if it considers that:
- (a) the use of the Services by the Guest could significantly jeopardise the running of the Camp's operations or the safety of other guests or employees or cause damage to property or tarnish the reputation of IEL and the Camp in the public eye;
 - (b) the Booking(s) are made under misleading or erroneous information concerning material matters, e.g., relating to the identity of the Guest;
 - (c) there is a material breach of this Agreement by the Guest;
 - (d) there is non-compliance of any applicable laws by the Guest;
 - (e) the circumstances described in clauses 4.11, 4.12 and 6.1 apply; or
 - (f) attachment, distraint or specific liquidation proceedings have been initiated against any third-party responsible for the booking on behalf of the Guest.
- 13.2 Upon termination of this Agreement pursuant to Clause 13.1, the Guest and any person(s) accompanying him/her will be prevented from using the Camp, transport and any other travel arrangements forming part of the Services. For the avoidance of doubt, and save as is provided elsewhere in this Agreement, IEL shall not be liable for any refund, compensation or any other costs in connection with such termination and the Guest will not be entitled to claim for damages.

14. Entire agreement

- 14.1 **Entire agreement.** This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 14.2 **No reliance on matters outside agreement.** Unless expressly recognized in writing by IEL, the Guest acknowledges that in entering into this Agreement, he/she does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

A photograph of a wooden walkway with a rope bridge structure, featuring lanterns and a warm sunset sky. The image is positioned on the left side of the page.

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15. No automatic waiver

- 15.1 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 15.2 No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

16. Severance

- 16.1 **Deemed modification or deletion.** If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

17. Notices

- 17.1 **Form of notices.** Any notice or other communication given to a party under or in connection with this Agreement shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, by commercial courier, by email or posted on the Website.
- 17.2 **Deemed receipt of notices.** A notice or other communication shall be deemed to have been received:
- (a) if delivered personally, when left receipted at the address referred to in clause 4.11 (a);
 - (b) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed;
 - (c) if sent by email, upon receipt of a 'delivery receipt'; and
 - (d) if posted on IEL's Website, immediately when posted.



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18. Third party rights

This Agreement shall be binding on, and enure to the benefit of the parties to this Agreement and their respective personal representatives, successors and permitted assigns.

19. Amendment

- 19.1 IEL reserves the right to revise and amend the terms of this Agreement from time to time including the rates and price payable for any bookings.
- 19.2 The Guest be subject to the policies and the terms and conditions in force at the time of booking unless any change to those policies or terms and conditions is required to be made by law or governmental authority (in which case it will apply to bookings previously placed by the Guest).
- 19.3 IEL shall notify the Guest of any changes made prior to sending the Guest an Accommodation Confirmation, in which case IEL shall have the right to assume that the Guest has accepted the changes to the relevant terms and conditions, unless the Guest notifies IEL to the contrary within seven (7) Business Days of receipt of the relevant Accommodation Confirmation.

20. Assignment and other dealings

The Guest shall not assign, transfer or deal in any other manner with any of his/her rights and obligations under this Agreement without prior written consent of IEL.

21. Governing law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Kenya.

22. Complaints in respect of any booking or accommodation

Any complaints regarding any aspect of the Services provided by IEL must be made to General Manager, **Mr. Fairman Muhingi** on fairman@ishara.ke. IEL will use its best endeavours to deal with the complaint and offer a workable solution as quickly as possible.



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23. Dispute Resolution

- 23.1 Any dispute, controversy or claim arising out of or relating to this Agreement or a termination hereof (including without prejudice to the generality of the foregoing, whether as to its interpretation, application or implementation) (the **Dispute**), shall be resolved by way of consultation held in good faith between the parties. Such consultation shall begin immediately after one party has delivered to the other written request for such consultation. If within fourteen (14) Business Days following the date on which such notice is given the Dispute has not been resolved amicably, the Dispute shall be submitted to mediation in accordance with the provisions of sub-clause 23.2 .
- 23.2 Should any Dispute as is referred to in clause 23.1 arise between the Parties and the consultation process referred to in sub-clause 23.1 shall have not resolved such Dispute within ten (10) Business Days after receipt by one party of the other party's request for such consultation, the parties shall refer the dispute to a mediator agreed upon between them and if within ten (10) days (or within such extended time as the parties may mutually agree) of one party requesting mediation the parties do not agree on a mediator or fail to settle the dispute through mediation the provisions of clause 23.3 shall apply.
- 23.3 Should any dispute arise between any of the parties concerning this Agreement or a termination hereof (including, without prejudice to the generality of the foregoing, whether in its interpretation, application or implementation) and the consultation process referred to in clause 23.1 or the mediation process referred to in clause 23.2 shall have not resolved such dispute the dispute shall upon application by any party, be referred for arbitration (which decision shall be final and binding upon the parties) to a single arbitrator appointed by agreement between the parties and in the absence of an agreement of the parties within fourteen (14) Business Days of the notification of a dispute, upon the application of any party, by an arbitrator appointed by the chairperson for the time being of the Kenya Branch of the Chartered Institute of Arbitrators.
- 23.4 The provisions of the Arbitration Act, 1995 (as amended) shall apply to such arbitration proceedings. The arbitration proceedings shall be held in Nairobi and the language of arbitration shall be English. Notwithstanding the foregoing, a party is entitled to seek preliminary injunctive relief or interim or conservatory measures from any court of competent jurisdiction pending the final decision or award of the arbitrator.

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IN WITNESS WHERE OF this Agreement has been duly executed by or on behalf of the parties as of the day and year first above written.

Signed by (name):

Azhar Madhani

for and on behalf of ISHARA
EXPERIENCE LIMITED



Director(s)

Date:

In the presence of:

Name:

Signature:

Signed by (name):

.....
[NAME OF THE GUEST]

.....
Signature

Date:

In the presence of:

Name:

Signature:



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Schedule 1: Inclusions and Exclusions

- 1) **Inclusions:** The inclusions below are applicable to both Residents and Non-Residents:
- Accommodation, all meals and beverages including premium wines and spirits (excluding champagne and select wines and spirits from our Vintage Collection);
 - Two shared game drives with our expert guides in our panoramic view luxury Land Cruisers (private vehicles may be organised at a fee) from 0600hrs to 1800hrs;
 - Use of the Taswira Photo Studio, professional Canon cameras, lenses and binoculars (subject to availability).
 - Sundowners and bush breakfast;
 - Use of the gym and pool at the Camp;
 - Guided nature walks within the camp;
 - In-room dining, daily laundry and ironing services;
 - Complimentary WiFi;
 - Return transfers from Olkiombo Airstrip or Sekenani Gate;
 - Emergency medical air evacuation insurance; and
 - All statutory taxes.

Some of the above inclusions are subject to terms and conditions of use. Please enquire directly with IEL for comprehensive terms and conditions applicable.

- 2) **Exclusions.** The following services are excluded from this Agreement (for both Resident and Non-Resident):
- Supplements including cultural visits, exclusive use of vehicle (subject to availability) within the reserve, Exclusive use of the camp and Private Dinner (Observation Deck).
 - Flights and transfers to and from the Masai Mara National Reserve. Please note that IEL shall have no responsibility or liability for any flight(s) that you choose to book via any third-party flight provider. Any search facility and links from IEL's Website to any such third-parties are provided for your convenience only;
 - Park fees;
 - Signature treatments at Aya Spa;
 - Purchases from the Boutique;
 - Accommodation for drivers or guides (subject to availability of a guide tent at a fee);
 - Hot air balloon safaris and other independent excursions;
 - Off-road permits within the Reserve (upon request);
 - Personal travel and medical insurance; and
 - Gratuities.



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Schedule 1: Inclusions and Exclusions

- 3) **The Starbed Experience:** This can only be booked directly with IEL subject to a supplement, availability and favorable weather conditions.
- 4) **Group rates and exclusive use of the camp rates:** Group rates and exclusive use of the Camp are subject to and available upon request from IEL's sales office.



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Schedule 2 Indemnity Form

The undertakings, warranties, indemnities and waivers as herein set out are furnished in favour of Masai Mara National Reserve and Ishara Experience Ltd (as owner of Ishara Mara Camp (the '**Camp**'), the other camp owners and operators in Masai Mara ("the **Reserve**"), and the directors, shareholders, principals, partners, employees, contractors, and agents of all of the aforementioned (collectively and severally "the **Indemnitees**").

I, being an adult or guardian of sound mind, hereby acknowledge, accept and fully indemnify and hold harmless each of the Indemnitees in respect to the risks outlined below:

1. That entry to the Reserve and Camp is at my own risk, the Camp being situated in the Reserve, a Big 5 wildlife area, and that I am fully aware of the dangers and risks arising.
2. **I acknowledge** that I am well acquainted and fully aware of and appreciate the real dangers and risks that are associated with game reserves and/or tented camps arising from the presence of wild and dangerous animals, reptiles, birds and insects and real risk of suffering bodily harm, injury, death and/or loss to property which may arise as result of an encounter with and/or the presence of wild animals and/or reptiles and/or birds whilst on the premises or property of the Reserve/Camp.
3. **I acknowledge, understand and accept** the risks associated with electing to stay at the star bed deck and having complete knowledge of the risks associated with my stay at the Camp, understand and accept willingly that such risks are heightened significantly should I elect to stay at the star bed deck. I therefore willingly hold IEL and the Camp personnel harmless for any loss or injury sustained to myself in this regard.
4. **I confirm** that my general health and physical condition are good and there is nothing that renders me unfit to undertake any activities, including, but not limited to swimming at the pool within the Camp, use of the gym, receiving massages or treatment at the spa, use of any bridges and decks including the observation deck within the Camp, excursions with third-parties such as hot air balloon safaris and helicopter tours, game drives, bush walks, or otherwise, unless expressly communicated to IEL in writing prior to confirmation of my Booking.
5. **I understand** and accept that the Indemnitees, including their insurers, are not liable should I (or any person accompanying me) in any way suffer any physical injury, illness or other harm or death, or should any of my personal property (including any vehicle and/or contents thereof) be lost, stolen or damaged.

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TERMS AND CONDITIONS FOR THE GUEST AGREEMENT

Schedule 2 Indemnity Form

6. **I accordingly** hereby indemnify the Indemnitees, including their insurers, and hold them harmless with respect to any personal injury, harm, death, loss or damage of or to property (including vehicles), as above referred to, howsoever arising in, on or about the Camp and/or the Reserve ("**Indemnified Occurrence**").
7. **I waive** and abandon any claims which I, my dependents, executors, or curators, may at any time have against the Indemnitees, arising out of or in connection with any Indemnified Occurrence.
8. Details of any minors (persons under the age of 18) who accompany me, whether members of my family or otherwise, are set out below, and the indemnities herein referred to extend to any indemnified occurrence involving any such minors.
9. In the event of an indemnified occurrence, any assistance provided by any Indemnitee shall not be regarded as an admission of liability, all costs with regard to any such assistance, including medical assistance, being the sole responsibility of the Guest.
10. As per the provisions of the Data Protection Act No. 24 of 2019 (Laws of Kenya), I understand that my personal details supplied in this form will not be used for any direct marketing, third party or related communication, should I not opt in where specified.

I hereby confirm that I have read the aforementioned document and understand the content thereof, and further confirm I am fully conversant with the English language.

I....., (primary guest) have read the terms and conditions of the Camp and indemnity and acknowledge and understand that I am bound thereby.

Guest Signature: Date:

Details of any minors:

Name	Age
1.	
2.	
3.	
4.	
5.	