

Nelai Terms & Conditions.

Introduction

- i) These terms and conditions govern the relationship between Nelai Limited (hereinafter “the Company”) and you, our client.
- ii) Each ticket, regardless of outlet purchased, agent or channel, is subject to the terms and conditions set out herein.
- iii) The Client, if an individual has attained the age of majority and further warrants that they are legally competent to execute this agreement and take all action pursuant hereto.
- iv) A guardian, or a person with parental authority over a minor, may enroll a minor for the services offered where the guardian shall bear responsibility and incur liability for and on behalf of the minor.
- v) These are the terms and conditions that will apply after submitting payment for a Nelai experience, or any other service herein. By submitting full payment of any experience or service, attending an event you accept to be bound by these terms and conditions, and any other terms that may be imposed by the Company herein as need may arise.
- vi) You must not provide any false, inaccurate, incomplete or misleading information.

Services

- vii) Nelai Limited organizes and schedules dynamic hikes, trekking, camping escapes, mountaineering among other outdoor experiences for the attendees to various places within and outside of Kenya.
- viii) The services offered are available to all attendees upon their acceptance of these Terms and Conditions, and subject to acceptance by Nelai.

Privacy

- ix) Nelai Limited recognizes the importance of protecting the privacy of all information provided by its clients. This statement is meant to affirm our utmost respect for your rights to privacy.

- x) We do not share personal information with third-parties nor do we store any information about your visit to this blog other than to analyze and optimize the content and your reading experience through the use of cookies.
- xi) By ordering our services and/or registering on the Company's website, you give us the right to add your contact details to our email database for ease of any after service review which may include refund or any other necessary service.

Payments, Cancellations and Refunds

- xii) We accept Mpesa, card and bank deposits at the moment. We are totally cashless.
- xiii) Requests for cancellation, refund and/ or uptake of alternative events and/ or experience must be made through the Company's emails and/ or official whatsapp number..
- xiv) No refund for cancellation made on the date of the event and/ or experience or no-show. Any amounts paid will be forfeited 100%.
- xv) No refund for cancellation made 24 hours to the date of the experience and/ or event.
- xvi) Cancellation that falls within 24-72 hours prior to the experience will result in a 50% refund to the Client.
- xvii) Cancellation prior to 72 hours to the date of the experience will incur a 70% refund to the Client.
- xviii) Cancellations made 1 month before the experience date will result in a 90% refund with the 10% forfeited amount being used to take care of any transactional and administrative expenses incurred.
- xix) Please note that there shall be no cancellation for the mountaineering and high altitude (Above The Clouds) experiences. All amounts paid are non-refundable.
- xx) All membership and/ or subscription fees are not refundable or transferable.
- xxi) If Nelai Limited significantly alters tour details or cancels a tour, Clients can choose between a full refund or an alternative tour offering.

- xxii) Tours and experiences canceled during the event due to extreme weather conditions are not eligible to refund.
- xxiii) Tours and experiences canceled by the Company before the due date as a result of extreme weather conditions will be re-offered at other convenient times at no further cost.
- xxiv) The Client will, at all material times, be responsible for any additional costs incurred but were not covered in the package as represented by the Company herein on its different modes of communications.
- xxv) Nelai Limited reserves the right to give terms and conditions for any specific event and/ or experience at the point of purchase of the event.

Limitation of Liability

- xxvi) Nelai Limited shall not be responsible for any claim unless caused by wilful default attributable to Nelai Limited.
- xxvii) Nelai Limited specifically disclaims all liability for any damages or losses, including, without limitation, direct, indirect, consequential, special, incidental or punitive damages deemed or alleged to have resulted from or arising from injuries suffered when enjoying the services offered by Nelai Limited.
- xxviii) We reserve the right to cancel the sale of any experience, especially the mountaineering experiences prior to departure if the Client is having any pre-existing health conditions.
- xxix) We preserve the right to cancel the involvement of the Client if the Client is involved in the use of performance-enhancing or prohibited substances when involved in any experience.
- xxx) Nelai Limited reserves the right to cancel a ticket of a Client found to be acting in a manner that violates our Terms and Conditions.
- xxxi) In the event that any law or regulation, amendment to any existing law, regulation, directive or note or interpretation which is made by a competent authority that makes it illegal or unlawful for the Company herein to fulfill its responsibilities and/ or representations, the Company herein shall issue a notice, and its further responsibilities shall be automatically be terminated.

- xxxii) Notwithstanding any other provisions of this Agreement, if the parties are prevented from proceeding in accordance with the provisions of this Client's Agreement by reason beyond the control of the Parties, including by law or policy of Kenya, but excluding any reason entirely personal or internal to any party, the parties shall put in place alternative arrangements to those frustrated in an effort to ensure the subscriber herein enjoys full experience akin to the one frustrated.

Warrants by the Client

- xxxiii) The Client represents that:
- a) They do not have any physical or other condition or disability that could create a hazard to them or other members of the Nelai community.
 - b) They are well equipped and have clothing appropriate to the conditions. The client represents that they shall carry enough water and food to last for the duration of the activity, and you shall protect themselves from the sun or low temperatures.
 - c) If the hike, experience and/ or service involve minors, the same shall be at all material times be accompanied by their parents and/ or guardians.

Disclaimers

- xxxiv) During the experiences, the client may cross difficult terrain: rough and exposed trails; snow or ice; hill passes; brushy areas; trails where landslides or rock falls may be possible; river crossings by slippery rocks or makeshift bridges; steep stairs; exposure to heights. This may expose the client to the risk of slipping, falling, rock fall, landslides, and exposure. For that reason, the Company herein shall not take responsibility for any injuries incurred during an experience and further presumes that each client shall take responsibility over themselves and their minors as case deems fit.
- xxxv) The client may also encounter dangerous animals, dangerous plants, and dangerous insects. The client may also encounter wild or domestic animals for example: snakes, dogs etc. For this reason, the client and/ or subscriber the company shall not undertake any liability in these cases. The Company herein advises its Clients to take out insurance policies with reputable insurance companies to cover any medical needs in such circumstances.

- xxxvi) The Company notifies the Clients that access to hospitals and medical care may not be immediately available, especially in remote or rural areas. You may be several hours away from hospitals or medical facilities.
- xxxvii) The company reserves the right to cancel or alter any itinerary at any time if they judge it necessary and/ or are forced to by circumstances beyond their control, for example but not limited to: unsafe or dangerous weather conditions; acts of government; force majeure.
- xxxviii) The company further reserves the right to cancel or alter any itinerary at any time if they do not have enough participants to proceed with the activity
- xxxix) The client is aware that unforeseen circumstances due to road conditions, weather, mechanical breakdown, accident, border closure, political situations etc are beyond the control of the Company and can delay and change the performance of the safari. The cost of flying back home, alternative accommodation, food, personal expenses and all resulting costs are to be borne by the client.

Admission

- xl) It is the clients' responsibility to choose an activity that is suitable for their level of fitness. One should not participate if they are not in good physical condition, or have any history of underlying health conditions.

Copyrights

- xli) The client understands that photographs and other content may be taken on the experiences they attend and as such agrees to allow their photo, video, or film likeness to be used for any legitimate purpose by Nelai Limited including use in the Company's social media platforms.
- xl ii) In the event a Client does not consent to the use of their images on the social media platforms, they shall notify the Company before the experience and/ or on arrival for the experience.
- xl iii) All editorial content, graphics and multimedia works shared by the company are protected by copyright laws and other laws and international treaties, and belong to the Company and its licensors.
- xl iv) These works, logos, graphics, sounds or images may not be copied, reproduced or imitated whether in whole or in part, unless expressly permitted in writing by the

Company. One may only print or download extracts from this material for your personal use. Except with our prior written permission in each case:

- xlvi) None of the material owned by the Company may be used for any commercial or public use. The material owned by the company may not be reproduced or stored in or transmitted to any other website or company.

Applicable law

- xlvi) This Agreement shall be governed in accordance with Kenyan law and the Parties submit to the exclusive jurisdiction of Kenyan courts.

Dispute Resolution

- xlvii) Any dispute, controversy or claim arising out of or relating to this Agreement or termination hereof, or the interpretation, breach or validity hereof, shall be resolved by way of consultation held in good faith between the Parties. Such consultations shall begin immediately after one Party as delivered to the other written request for such consultation. If within Thirty (30) days following the date on which such notice is given the dispute cannot be resolved, the dispute, controversy or claim shall be submitted or mediation up on request of any Party by written notice to the other Party.

Consent

- xlvi) The payment of deposit or any other partial payment for a reservation constitutes consent to all provisions of the Terms and Conditions as above stated. The Terms under which the client agrees to contract the company's services cannot be changed or amended unless this is done in writing and signed by an authorized Company staff.