



**PREY KING SAFARIS TOUR AND TRAVEL**  
company limited

via Turtle Bay Road WATAMU Kenya  
po box number: 377  
Baraka phone: +39 349 211 40 75  
Mail: [info@barakasafarikenya.com](mailto:info@barakasafarikenya.com)

## GENERAL CONDITIONS OF SALE

### OBJECT AND CONTENT OF THE SALE CONTRACT OF THE TOURIST PACKAGE

The company "Prey King Safaris Tour and Travel Company Limited" (hereinafter also the Organizer) carries out the intermediation of individual tourist services and the organization and sale of tourist packages, specifically safari experiences, including all related and accessory activities and services. The services and tourist packages illustrated on the website <https://www.barakasafarikenya.com/> will be offered for sale under the conditions described therein or under the conditions indicated in the offers and quotes that the company reserves the right to send to the traveler taking into account the his personal travel needs. In addition to the general conditions that follow, the description of the tourist package contained in the website, or in the separate travel program, as well as the purchase proposal formulated by the organizer and accepted by the traveler as follows, constitute an integral part of the travel contract. Indicated. Description of the tourist package and purchase proposal is sent to the traveler or travel agency, as the agent of the traveler, who is required to transmit it to the traveler. In signing the proposal to purchase a tourist package, the traveler gives bed and accepted, both for him and for the subjects for whom he asks for the all-inclusive service, both the travel contract as governed therein, and the warnings contained therein, and these general conditions.

### 1. LEGISLATIVE SOURCES

1.1. The sale of tourist packages, which have as their object services to be provided both nationally and internationally, is governed by the Tourism Code, specifically by Articles 32 to 51-novies as amended by Legislative Decree 21 May 2018 n. 62, of transposition and implementation of the EU Directive 2015/2302, as well as the provisions of the civil code on transportation and mandate, as applicable.

### 2. ADMINISTRATIVE REGIME

2.1. The organizer and the intermediary of the tourist package, to which the traveler addresses, must be authorized to perform their respective activities based on current legislation, including regional or municipal legislation, given the specific competence.

2.2. Before the conclusion of the contract, Prey King Safaris Tour and Travel Company Limited discloses on its website the details of the insurance policy to cover the risks arising from professional civil liability, as well as the details of the other optional or mandatory guarantee policies, to protection of travelers for the coverage of events that may affect the execution or execution of the holiday, such as cancellation of the trip, or coverage of medical expenses, early return, loss or damage to baggage, as well as the details of the guarantee against the risks of insolvency or bankruptcy of the organizer and the intermediary, each as far as it is responsible, for the purpose of returning the sums paid or returning the traveler to the place of departure where the tourist package includes the transport service.

2.3. Pursuant to art. 18, paragraph VI, of the Tur. Code, the use in the reason or company name of the words "travel agency", "tourism agency", "tour operator", "travel broker" or other words and phrases, also in a foreign language, of a similar nature, it is allowed only to the qualified companies referred to in the first paragraph.

### 3. DEFINITIONS

3.1. For the purposes of the tourist package contract, the following definitions apply:

© 2018 - PREY KING SAFARIS TOUR AND TRAVEL company limited - P.O.Box number: 377 WATAMU Kenya - [www.barakasafarikenya.com](http://www.barakasafarikenya.com) - all rights reserved

a) professional, any public or private natural or legal person who, in the context of his commercial, industrial, craft or professional activity in organized tourism contracts, acts, also through another person who works in his name or on his

behalf, as of organizer, seller, professional who facilitates connected tourist services or of supplier of tourist services, in accordance with the regulations of the Tourism Code;

b) Organizer, a professional who combines packages and sells them or offers them for sale directly or through or together with another professional, or the professional who transmits the traveler data to another professional;

c) Seller, the professional, other than the organizer, who sells or offers for sale combined packages from an organizer;

d) Traveler, anyone who intends to conclude a contract, or enter into a contract or is authorized to travel on the basis of a contract concluded, within the scope of the law on organized tourism contracts;

e) Establishment, the establishment defined by Article 8, letter e) of Legislative Decree 26 March 2010, no. 59;

f) durable medium, any tool that allows the traveler or professional to keep the information that is personally addressed to him in order to be able to access it in the future for a period of time suitable for the purposes for which it is intended and which allows the identical reproduction of the information stored;

g) Unavoidable and extraordinary circumstances, a situation beyond the control of the party invoking such a situation and whose consequences would not have been avoided even by adopting all reasonable measures;

h) Lack of conformity, a breach of the tourist services included in a package;

l) point of sale, any premises, mobile or immovable, used for retail or retail website or similar online sales tool, even if retail websites or online sales tools are presented to travelers as a single tool, including telephone service;

l) Repatriation, the return of the traveler to the place of departure or to another place agreed by the contracting parties.

#### 4. CONCEPT OF TOURIST PACKAGE

4.1. The tourist package consists of the combination of at least two different types of tourist services, such as:

1. The transport of passengers;

2. Accommodation that is not an integral part of passenger transport and is not intended for residential purposes, or for long-term language courses;

3. The rental of cars, other vehicles or motorcycles and requiring a category a driving license;

4. any other tourist service that is not an integral part of one of the tourist services referred to in numbers 1), 2) or 3), and is not a financial or insurance service, for the purposes of the same trip or the same holiday, if verify at least one of the following conditions:

I) These services are combined by a single professional, also at the request of the traveler or in accordance with his selection, before a single contract is concluded for all the services;

II) These services, even if concluded with separate contracts with individual suppliers, are:

II.1) purchased at a single point of sale and selected before the traveler consents to payment;

II.2) offered, sold or invoiced at a flat or global price;

II.3) advertised or sold under the denomination "package" or similar denomination;

II.4) combined after the conclusion of a contract with which the professional allows the traveler to choose from a selection of different types of tourist services, or purchased from distinguished professionals through connected online booking processes where the traveler's name, the details of the payment and the e-mail address are sent by the professional with whom the first contract is concluded to one or more professionals and the contract with the latter or these last professionals is concluded at the latest 24 hours after confirming the booking of the first service tourist.

#### 5. CONCLUSION AND CONTENT OF THE CONTRACT - PURCHASE PROPOSAL AND DOCUMENTS TO BE PROVIDED

5.1. The Organizer formulates to the traveler a purchase proposal based on the requests received by the agency and on the basis of availability. The purchase proposal contains the information referred to in the following art. 6 and is communicated to the Traveler at the email address provided by them.

5.2. The contract is concluded when the traveler, having received the information referred to in the following art. 6, pays the down payment indicated in the purchase proposal in the manner provided in point 6, letter j).

5.3. Upon conclusion of the tourist package sales contract or, in any case, as soon as possible, the organizer or the seller, he provides the traveler with a copy or confirmation of the contract by e-mail or other durable medium.

5.4. The traveler has the right to a hard copy if the tourist package sale contract has been stipulated in the simultaneous physical presence of the parties.

© 2018 - PREY KING SAFARIS TOUR AND TRAVEL company limited - P.O Box number: 377 WATAMU Kenya - [www.barakasafarikenya.com](http://www.barakasafarikenya.com) - all rights reserved

5.5. In the event that the contract is negotiated outside business premises - as defined in article 45, paragraph 1, letter h), of Legislative Decree 6 September 2005, no. 206 - A copy or confirmation of the package travel contract is provided to the traveler on paper or, if the traveler agrees, by e-mail or on another durable medium.

5.6. The contract constitutes title to access the guarantee fund referred to in the following art. 21.

## 6. TOURIST INFORMATION - TECHNICAL SHEET

6.1. Before the conclusion of the tourist package contract or a corresponding offer, the Organizer communicates to the traveler - through a quote or, alternatively, through what is published on the website on the pages relating to the chosen safari - the following information:

- a) Times, locations intermediate stop and connections; in the event that the exact time is not yet established, the organizer and, if applicable, the seller, inform the traveler of the approximate time of departure and return;
- b) information on the identity of the operating air carrier, if not known at the time of booking, due provision of art.11 Reg. Ce 2111 \ 05 (Art. 11, paragraph 2 Reg. Ce 2111/05: "If the identity of the actual air carrier or actual air carriers is not yet known at the time of booking, the air transport contractor ensures that the passenger is informed of the name of the carrier or air carriers that will operate as actual air carriers for the flight or flights. In this case, the air transport contractor will ensure that the passenger is informed of the identity of the actual carrier or air carriers as soon as their identity has been ascertained and their possible operating ban in the European Union ";
- c) Location, main characteristics and, where applicable, the tourist category of accommodation in accordance with the regulations of the country of destination;
- d) The meals provided included or not;
- e) Visits, excursions or other services included in the total agreed price of the package;
- f) The tourist services provided to the traveler as a member of a group and, in this case, the approximate size of the group;
- g) The language in which the services are provided;
- h) If the trip or vacation is suitable for people with reduced mobility and, at the traveler's request, precise information on the suitability of the trip or vacation that takes into account the needs of the traveler. Special requests on how to provide and / or perform certain services that are part of the tourist package, including the need for airport assistance for people with reduced mobility, the request for special meals on board or in the resort, must be made in advance. Booking request phase and be the subject of specific agreement between the traveler and the Organizer, if necessary also through the travel agent;
- l) the total price of the package including taxes and all rights, duties and other additional costs, including any administrative and management costs of the files, or, if these cannot be reasonably calculated before the conclusion of the contract, an indication the type of additional costs that the traveler may still have to bear;
- j) the payment methods, including any amount or percentage of the price to be paid as a down payment and the calendar for the payment of the balance, or the financial guarantees that the traveler is required to pay or provide;
- k) the minimum number of people required for the package and the deadline referred to in Article 41, paragraph 5, letter a), before the start of the package for the possible termination of the contract in case of failure to reach the number;
- l) General information concerning passport and / or visa conditions, including approximate times for obtaining visas, and the health formalities of the country of destination;
- m) information on the option for the traveler to withdraw from the contract at any time before the start of the package upon payment of adequate withdrawal costs, or, if applicable, the standard withdrawal costs requested by the organizer pursuant to article 41, paragraph l of Legislative Decree 79/2011 as amended by Legislative Decree 62/2018;
- n) information on the optional or compulsory subscription of an insurance covering the costs of unilateral withdrawal from the contract by the traveler or the costs of assistance, including repatriation, in the event of an accident, illness or death;
- o) The details of the coverage referred to in Article 47, paragraphs 1, 2 and 3 of Legislative Decree 79/2011 as amended by Legislative Decree 62/2018;
- p) In the case of contracts negotiated away from business premises, the traveler has the right to withdraw from the tourist package sales contract within a period of five days from the date of conclusion of the contract or from the date on which he receives the contractual conditions and preliminary information. If later, without penalty and without giving any reason.

In the case of offers with significantly reduced rates compared to current offers, the right of withdrawal is excluded. In the latter case, the organizer documents the price change by adequately highlighting the exclusion of the right of withdrawal.

© 2018 - PREY KING SAFARIS TOUR AND TRAVEL company limited – P.O.BOX number: 377 WATAMU Kenya - [www.barakasafarikenya.com](http://www.barakasafarikenya.com) - all rights reserved

6.2. The organizer provides the following technical information.

a. Technical organization Prey King Safaris Tour and Travel Company Limited based in Watamu Po Box 377 via Turtle Bay Road.

b. Administrative authorization n. 013905 issued by TOURISM REGULATORY AUTHORITY on 25/07/2018 c. Insurance policy RC n. P / 110/0302/2018/1231 entered into with RESOLUTION INSURANCE in accordance with the provisions of articles 44 and 45 of the Tourism Code

## 7. PAYMENTS

7.1. The advance payment must be made with the times and with the methods established in the purchase proposal. Upon payment of the deposit, the proposal will be deemed accepted and the contract concluded.

7.2. The non-receipt by the Organizer of the sums indicated above, on the established dates, as well as the non-return to the Tour Operator of the sums paid by the Traveler to the intermediary, will result in the automatic loss of effectiveness of the proposal, without the need for further communications from the of the organizer, unless the parties wish otherwise.

7.3. The payment of the balance of the price must be made before the departure of the Safari, unless otherwise indicated in the estimate. In the absence of payment, the contract will be considered terminated by law, without the need for further communications and without prejudice to the different wishes of the parties.

7.4. The payment is considered to have taken place when the sums reach the organizer directly from the traveler or through the intermediary of the same traveler chosen.

## 8. PRICE

8.1. The price of the tourist package is expressed in Euros and is determined in the purchase proposal, with reference to what is indicated on the Operator's website or possibly in the catalog or non-catalog program and any updates of the same.

8.2. It may be varied, up or down, only as a consequence of changes in: - transportation costs, including the cost of fuel; - fees and taxes relating to air transport, landing, landing or boarding fees in ports and airports; - exchange rates applied to the package in question. For these changes, reference will be made to the exchange rates and prices in force on the date of publication of the program, as reported in the technical sheet of the catalog, or on the date shown in any updates published on the websites.

8.3. In any case, the price cannot be increased in the 20 days preceding the departure and the revision cannot be higher than 8% of the price in its original amount.

8.4. In the event of a price decrease, the organizer is entitled to deduct the administrative and management costs of the actual practices from the reimbursement due to the traveler, of which he is required to provide proof at the traveler's request.

8.5. The price is composed exclusively of the participation fee expressed on the website (or in the catalog) and / or in the purchase proposal. Any costs for insurance policies against the risks of cancellation and / or medical expenses or other services requested, the cost for any visas and entry and exit taxes from the destination countries of the holiday are not included in the price, and are charged to the customer. Airport and / or port charges and taxes.

## 9. MODIFICATION OR CANCELLATION OF THE TOURIST PACKAGE BEFORE THE DEPARTURE OF THE ORGANIZER'S WITHDRAWAL

9.1. The organizer reserves the right to unilaterally change the conditions of the contract, other than the price, where the change is of little importance. The communication to the Traveler is made by email (or through another durable medium, at the discretion of the organizer). The minor modification excludes the traveler's right of withdrawal.

9.2. If before departure the organizer needs to significantly modify one or more main characteristics of the tourist services referred to in art. 34 paragraph 1 lett. a) of the d. lgs. 79/2011 as amended by d. lgs. 62/2018 (characteristics relating to the conditions referred to in art. 6, letters from a) to h)), or cannot satisfy the specific requests made by the traveler and already accepted by the Organizer, or proposes to increase the package price by more than 8%, the traveler can accept the proposed change or withdraw from the contract without paying withdrawal costs or other indemnities.

9.3. The organizer informs the traveler via e-mail, without undue delay, of the proposed changes referred to in paragraph 2 and of their impact on the package price pursuant to paragraph 6.

© 2018 - PREY KING SAFARIS TOUR AND TRAVEL company limited - P.O Box number: 377 WATAMU Kenya - [www.barakasafarikenya.com](http://www.barakasafarikenya.com) - all rights reserved

9.4. If the traveler does not accept the proposed modification referred to in paragraph 2, exercising the right of withdrawal, the organizer may offer the traveler a replacement package of equivalent or higher quality, without prejudice to the traveler's right to withdraw.

9.5. The traveler communicates his choice to the organizer or intermediary within two working days from the moment he received the notice indicated in paragraph 3. In the absence of communication within the aforementioned deadline, the proposal made by the organizer is considered accepted.

9.6. If the changes to the contract for the sale of the tourist package or the replacement package referred to in paragraph 2 involve a package of lower quality or cost, the traveler is entitled to an adequate reduction in the price.

9.7. In the event of withdrawal from the tourist package sales contract pursuant to paragraph 2, and if the traveler does not accept a replacement package, the organizer will reimburse without undue delay and in any case within 14 days of withdrawal from the contract all payments made by or on behalf of the traveler, without further compensation.

## 10. RIGHT OF WITHDRAWAL

10.1. The traveler can withdraw from the tourist package contract at any time before the start of the package by reimbursing the organizer for the expenses incurred, the amount of which the organizer provides to motivate the traveler who requests it.

10.2. The tourist package contract also provides reasonable standard withdrawal costs, calculated on the basis of the time of withdrawal from the contract, the expected cost savings and the expected revenues that derive from the reallocation of tourist services.

10.3. In the event of unavoidable and extraordinary circumstances occurring in the place of destination or in its immediate vicinity and which have a substantial impact on the execution of the package or on the transport of passengers to the destination, the traveler has the right to withdraw from the contract, before start of the package, without paying withdrawal costs, and full reimbursement of payments made for the package, but is not entitled to additional compensation.

10.4. The organizer can withdraw from the tourist package contract and offer the traveler a full refund of the payments made for the package, without the obligation to pay additional compensation if:

a) the number of people registered for the package is less than the minimum required by the contract and the organizer communicates the withdrawal from the contract to the traveler within the term set in the contract and in any case no later than twenty days before the start of the package in the case of trips lasting more than six days, seven days before the start of the package in the case of trips lasting between two and six days, forty-eight hours before the start of the package in the case of trips lasting less than two days;

b) the organizer is unable to perform the contract due to unavoidable and extraordinary circumstances and communicates the withdrawal from the same to the traveler without undue delay before the start of the package.

10.5. The organizer proceeds with all the reimbursements prescribed pursuant to paragraphs 4 or, with regard to the provisions of paragraphs 1, 2 and 3, reimburses any payment made by or on behalf of the traveler for the package after having deducted the sums due to the organizer, without undue delay and in any case within fourteen days of withdrawal. In the cases referred to in paragraphs 3 and 4, the termination of the functionally related contracts entered into with third parties is determined.

## 11. LIABILITY OF THE ORGANIZER FOR INACCURATE EXECUTION AND SUBSEQUENT IMPOSSIBILITY DURING THE EXECUTION - TRAVELER'S OBLIGATIONS - TIMELINESS OF THE DISPUTE

11.1. The organizer is responsible for the execution of the tourist services provided for in the tourist package sale contract, regardless of the fact that these tourist services must be provided by the organizer himself, by his auxiliaries or supervisors when they act in the exercise of their functions, by the third parties whose work it makes use of or from other suppliers of tourist services pursuant to article 1228 of the civil code.

11.2. The traveler, in compliance with the obligations of correctness and good faith referred to in articles 1175 and 1375 of the civil code, informs the organizer, directly or through the seller of any lack of conformity detected during the execution of a tourist service provided by the contract promptly and in any case within a period useful to allow the organizer to remedy, taking into account the circumstances of the case.

11.3. If one of the tourist services is not carried out as agreed in the package travel contract, the organizer will remedy the lack of conformity, unless this is impossible or is excessively expensive, taking into account the extent of the lack of conformity and the value of the tourist services affected by the defect. If the organizer does not remedy the defect, the traveler is only entitled to a reduction in the price, unless the organizer proves that the lack of conformity is attributable to the traveler or to a third party unrelated to the provision of tourist services or is of a character inevitable or unpredictable or due to extraordinary and inevitable circumstances.

© 2018 - PREY KING SAFARIS TOUR AND TRAVEL company limited - P.O Box number: 377 WATAMU Kenya - [www.barakasafarikenya.com](http://www.barakasafarikenya.com) - all rights reserved

11.4. Without prejudice to the above exceptions, if the organizer does not remedy the lack of conformity within a reasonable period set by the traveler with the complaint made pursuant to paragraph 2, the latter can personally remedy the defect and request reimbursement of the necessary expenses, reasonable and documented; if the organizer refuses to remedy the lack of conformity or if it is necessary to start immediately, the traveler need not specify a deadline. If a lack of conformity constitutes a non-minor breach and the organizer has not remedied it with the timely dispute made by the traveler, in relation to the duration and characteristics of the package, the traveler can terminate the contract with immediate effect, or ask - if applicable - a price reduction, except for any compensation for damage. The Organizer, if after the departure is unable to provide, for any reason except for the traveler's own fact, an essential part of the services provided for in the contract, will have to provide suitable alternative solutions for the continuation of the planned trip not involving charges of any kind to be paid by the traveler, or to reimburse the latter within the limits of the difference between the services originally planned and those provided. The traveler can reject the proposed alternative solutions only if they are not comparable with what was agreed in the contract or if the reduction in the price granted is inadequate. If no alternative solution is possible, or the solution prepared by the organizer is rejected by the traveler because it is not comparable with what was agreed in the contract or because the granted price reduction is inadequate, the organizer will provide a means of transport without supplement of the price. Equivalent to the original one provided for the return to the place of departure or to any other agreed location, compatibly with the availability of vehicles and places, and will reimburse it to the extent of the difference between the cost of the services provided and that of the services performed up to the time of return anticipated.

## 12. REPLACEMENTS AND PRACTICAL CHANGE

12.1. The traveler, subject to prior notice given to the organizer on a durable medium no later than seven days before the start of the package, can transfer the tourist package sale contract to a person who meets all the conditions for the use of the service.

12.2 The transferor and the transferee of the package travel contract are jointly and severally liable for the payment of the balance of the price and any rights, taxes and other additional costs, including any administrative and management costs resulting from this assignment, standard costs in case of withdrawal.

12.3 The organizer will inform the transferor of the actual costs of the transfer, within the limits of the expenses actually incurred by the organizer as a result of the transfer of the package travel contract, and will provide the transferor with proof of rights, taxes or other additional costs resulting from the assignment of the contract. In the case of a travel contract with air transport for which a discounted and / or non-refundable ticket has been issued, the transfer could involve the issue of a new flight ticket with the rate available on the date of the transfer.

## 13. TRAVELER'S OBLIGATIONS

13. 1. Travelers must comply with the following obligations.

a. Minors must have a personal document valid for travel abroad or a passport or, for EU countries, also an identity card valid for travel abroad. As regards the exit from the country of minors under the age of 14 and for those for whom the Authorization issued by the Judicial Authority is required, the prescriptions indicated on the State Police website <http://www.poliziadistato.it/> Article / 191 /. In any case, reference is made to the rules relating to the expatriation of minors and to what is expressly indicated on the State Police website.

b. Foreign citizens must find the corresponding information through their diplomatic representations present in Italy and / or through their respective official government information channels. In any case, travelers will check, before departure, to update it with the competent authorities (for Italian citizens the local Police Headquarters or the Ministry of Foreign Affairs via the website [www.viaggiaresecuri.it](http://www.viaggiaresecuri.it) or the Telephone Operational Center at 06.491115) adjusting before the trip. In the absence of such verification, no responsibility for the non-departure of one or more travelers can be attributed to the intermediary or organizer.

c. In any case, travelers must inform the intermediary and the organizer of their citizenship at the time of the booking request for the tourist package or tourist service and, at the time of departure, must definitively ensure that they have vaccination certificates, an individual passport. And any other document valid for all countries affected by the itinerary, as well as residence visas, transit visas and health certificates that may be required.

13.2. In order to evaluate the socio-political, health and any other useful information relating to the countries of destination and, therefore, the objective usability of the services purchased or to be purchased, the traveler will have the burden of

obtain official general information from the Ministry of Foreign Affairs, and disclosed through the website Ministry of Foreign Affairs [www.viaggiaresecuri.it](http://www.viaggiaresecuri.it).

The above information is not contained in the catalogs of Prey King Safaris tour And Travel company Limited - on

online or paper - as they contain general descriptive information as indicated in art. 34 of Tourism Code and no temporally changing information. The same therefore must be taken on by the travelers.

13.3. If at the booking date the chosen destination is the location from the institutional information channels subject to "warning" for security reasons, the traveler who subsequently exercises the withdrawal does not for the purposes of exemption or reduction of withdrawal costs, may invoke the exemption referred to in clause 10, paragraph 3,

of this contract related to the country's security conditions.

13.4. Travelers must also comply with the rules of normal prudence and diligence and those specifications in force in the travel destination countries, all information provided to them by the organizer, as well as regulations, administrative or legislative provisions relating to the tourist package. Travelers will be called to be liable for all damages that the organizer and / or intermediary may suffer also due to non-compliance of the obligations indicated above, including the costs necessary for their repatriation.

13.5. In the event that the organizer is required, by virtue of this contract or by law, to pay compensation, apply a price reduction or pay damages to the traveler by a third party, he has right to substitute themselves in the rights of the traveler towards the third party that caused the occurrence of the circumstances or

of the event from which the indemnity payment, the price reduction or the compensation for the damage were obtained. The traveler is required to provide the organizer with all documents, information and elements in his possession useful for the exercise of the latter's right of subrogation against third parties responsible for the damage and is liable to the organizer of the prejudice caused to the right of subrogation.

13.6. The traveler must also communicate in writing to the organizer when contacting the organizer for request that a proposal for the purchase of a tourist package be formulated for the particular personal requests that may form the subject of specific agreements on the travel arrangements, provided that implementation is possible; they in any case, they must be the subject of specific agreement between the traveler and the Organizer (see art. 6, paragraph 1, lett.h).

#### 14. HOTEL CLASSIFICATION

14.1. The official classification of the hotel facilities is provided by the organizer according to the regulation of the country where the service is provided.

14.2. In the absence of official classifications recognized by the competent Public Authorities of the EU member countries to which the service refers, or in the case of structures marketed as "Tourist Village", the organizer reserves the the right to provide its own description of the accommodation facility, such as to allow an evaluation and consequent acceptance of the same by the traveler.

#### 15. LIABILITY REGIME

15.1. The organizer is liable for damages caused to the traveler due to total or partial non-fulfillment of the contractually due services, whether they are carried out by him personally or by third party suppliers of the services, due to willful misconduct or gross negligence, provided that the event is not derived from the traveller's event (including initiatives independently hired by the latter during the execution of tourist services) or by the fact of a third party in character unpredictable or unavoidable, by circumstances unrelated to the supply of the services provided in the contract, by unforeseeable circumstances, by force majeure, or by circumstances that the organizer himself could not, according to professional diligence, reasonably predict or resolve.

#### 16. LIMITS OF COMPENSATION AND PRESCRIPTION

16.1. The maximum amount of compensation due by the organizer to the traveler, in cases where this is due in by force of this contract or by law, it cannot exceed three times the price of the package contract tourist purchased by the traveler, except for personal injury.

16.2. The right to a price reduction is prescribed in two years from the date of the traveler's return to the place starting point.

16.3. The right to compensation for personal injury is prescribed in three years from the date of return of the traveler to the place of departure.

## 17. COMMUNICATIONS

17.1. The traveler must address any reports or complaints relating to conformity defects found during the execution of the package at the following addresses, to put the organizer in the condition to remedy it, taking into account of the circumstances of the case (as already indicated in art. 11 paragraphs 2 and 3):

mail: [info@barakasafarikenya.com](mailto:info@barakasafarikenya.com)

Baraka Phone: +39 349 2114075

## 18. ASSISTANCE OBLIGATION

18.1. The organizer will provide adequate assistance without delay to the traveler in difficulty even in the circumstances mentioned Article 42, paragraph 7, Legislative Decree 79/2011 as amended by Legislative Decree 62/2018, in particular by providing the appropriate information regarding health services, local authorities and consular assistance and assisting the traveler in making remote communications and helping him to find alternative tourist services.

18.2. To request assistance, the traveler will have to communicate the organizer quickly and effectively request for assistance, at the following numbers:

mail: [info@barakasafarikenya.com](mailto:info@barakasafarikenya.com)

Baraka Phone: +39 349 2114075

18.3. The organizer will be entitled to a reasonable fee for such assistance if the request for assistance is determined by willful misconduct or fault of the traveler, within the limits of the costs actually incurred.

## 19. INSURANCE AGAINST CANCELLATION AND REPATRIATION COSTS

19.1. If not expressly included in the price, it is possible and advisable to take out special insurance policies against expenses deriving from the cancellation of the package, from accidents and / or illnesses which also cover the costs of repatriation and for loss and / or damage to baggage.

The organizer does not deal with taking out insurance policies, which must be taken out directly by the traveler with insurance companies chosen by the same.

The rights arising from the insurance contracts must be exercised by the traveler directly against the Insurance companies stipulating, under the conditions and in the manner provided in the policies themselves, as shown in the policy conditions underwritten.

## 20. ALTERNATIVE DISPUTE RESOLUTION TOOLS

20.1. Pursuant to and for the purposes of art. 141 of Legislative Decree 206/2005 and art. 36 co. 5 lett. g) Legislative Decree 79/2011 as well as modified by Legislative Decree 62/2018, the parties may resort to alternative dispute resolution procedures, by contacting Competent Bodies in the sector registered in the list of Competent Authorities whose list can be consulted at the website of the Ministry of Economic Development.

## 21. OPERATIONAL CHANGES

21.1. In consideration of the large advance with which the catalogs are published which contain the information relating to the how to use the services, it is made known that the timetables and routes of the flights indicated in the acceptance of the proposal of purchase and sale of services may be subject to change as they are subject to subsequent validation. To this end the traveler must request confirmation of the services from their Agency before departure.

21.2. The Organizer will inform passengers about the identity of the actual carrier within the times and in the manner provided from art.11 of EC Reg. 2111/2005 (referred to in art.5).

## 22. APPLICABLE LAW - COMPETENT COURT

22.1. The contract is governed by Italian law.

22.2. Jurisdiction is the place of residence of the traveler.