



2021/2022 TOUR OPERATOR CONTRACT

DATE: 10th May 2021

TOUR OPERATOR
COMPANY NAME: SAFARI DREAMS LTD

ADDRESS: GOWERS ROAD HSE 32
ENTEBBE UGANDA –
EASTAFRIKA

TEL: +256 (0)700 798 138
+256 (0)700 838 928

MAIN
CONTACT: AHABWE PATIENCE

EMAIL: office@safari-dreams.com

Dear Ahabwe,

RE: 2021/2022 Tour Operator Contract

Thank you for choosing Tamarind Tree Hotel ("the hotel") to be your accommodation partner. Tamarind Tree Hotel, Nairobi, has 160 rooms with 4 conference rooms capable of hosting up to 240 people. Other facilities include our main Restaurant, 24-Hr Duka, Lounge & Dawa Bar, Gym, heated swimming pool. We would like to extend the following rates:

- TOUR OPERATOR WHOLESALE NET RATES

ROOM TYPE	RACK RATE		Weekday NET RATES		Weekend NET RATES	
	SINGLE	DOUBLE	SINGLE	DOUBLE	SINGLE	DOUBLE
Standard Room	230	270	130	160	130	160
Junior Suite	300	340	270	310	220	260
Executive Suite	350	390	320	360	275	315
Superior Suite	450	450	375	375	355	355
Family Suite	550		480		460	

- All rooms are ensuite and have complimentary in-room tea/coffee making facilities, bottled water Wifi, 42" televisions with several satellite channels,
- VIP Suites have the same rate for single and double occupancy

Rate Details

- Inclusive of bed, breakfast and 28% statutory taxes (16% VAT, 10% Service Charge, 2% Training Levy). Taxes are subject to change without notice.
- Rates are NET and non-commissionable.
- Rates include use of hotel gym

Rates valid from 10th May 2021 to 31st December 2022

AIRPORT TRANSFERS

Airport transfers from Jomo Kenyatta International Airport at USD\$35 per car

TERMS AND CONDITIONS

RESERVATIONS

All reservations must be entered into in writing (letter/fax/email/booking voucher/ LPO).

Reservations can be made by phone however this must be followed with an LPO, voucher or official letterhead with the authorizing signature. Except for manifest fraud, all documents appearing to have been signed by an authorized signatory shall bind the Tour Operator unless otherwise advised to the hotel and will take effect from the time of notification.

All reservations by the Tour Operator with detailed rooming list should be received by the hotel's Reservations Office prior to guest's arrival.

Confirmation of accommodation by the hotel will be made to you in writing giving a confirmation number and details of the confirmation. The hotel reserves the right not to honour bookings not confirmed in this format.

In the event that the details of the confirmation letter are incorrect, please amend the errors in writing and inform the hotel as soon as possible. The hotel will not be held liable if these errors are not amended in writing at least 72-hours prior to arrival.

Reservations can be made directly to the hotel:

Tel: +254 709 240 000/ +254 709 240 240

E-mail: central.reservations@tamarind.co.ke

Website: www.tamarindtree-hotels.com

WEEKEND POLICY

The Weekend rate applies on, Friday and Saturday nights only. Not applicable to block booked rooms.

ADDITIONAL ACCOMMODATION

Any additional request over and above the original confirmed bookings is to be arranged with an official email or voucher to the hotel's reservations department.

MEALS

Rate includes buffet breakfast in main restaurant

Breakfast USD30 Lunch USD30, Dinner at USD30.

Meals are buffet-style or a la carte served in the main restaurant.

Takeaway meal boxes available.

Room service will incur a tray charge.

CHECK-IN / CHECK-OUT

Check-in from 12.00hrs.

Check out time on the day of departure is 10.00hrs.

Early arrivals require pre-booking to guarantee rooms on arrival and this is subject to availability.

CANCELLATION TERMS & NO-SHOW

In the event of cancellation or reduction in rooms booked or reduction in room nights:

Days Prior	Cancellation Fee based on total value of booking
60-31 days prior	20%
30-16 days prior	50%
15-days prior up to day of arrival & No-Show	100%

The Cancellation Terms will be dealt with on a case to case basis

Tamarind Tree Hotel Nairobi. Email: central.reservations@tamarind.co.ke

Tel: +254 709 240 000 +254 709 240 240

P.O.Box 74493-00200 Nairobi, Kenya.

DAY USE

The Day Room rate is at seventy five percent (75%) of the applicable room rate.

Check out time for day use is 18:00hrs.

Check-out after 18:00hrs is subject to the full room rate.

Day Rooms subject to availability.

ALLOTMENT

The hotel will consider allotments on special request by the Operator.

Updates on allotment status would be required advising the number of rooms sold at 90 days, 60 days and 30 days.

COMPLIMENTARY ROOMS – TOUR GROUPS

A group having a minimum of 15 paying persons per night will qualify for the 16th person either in a Double/Twin to be accommodated on complimentary bed-only basis. Up to a maximum of 3 complimentary accommodations.

Where the 16th guest is in a Double/Twin only one person will be on complimentary and the room will be charged as a single room. Meals however are not on complimentary.

HOTEL BANK DETAILS - Kenya Shillings Account

Bank: I&M Bank

Branch: Kenyatta Avenue

Account Name: Langata Hotel Development Limited

Account Number: 00101703281213

SWIFT Code: IMBLKENA

HOTEL BANK DETAILS – US Dollar Account

Bank: I&M Bank

Branch: Kenyatta Avenue

Account Name: Langata Hotel Development Limited

Account Number: 00101703281212

SWIFT Code: IMBLKENA

Kindly pay all Bank Charges for both International and Local when making payments to avoid additional Bank charges after completing the payment.

CREDIT

Unless the Operator has approved credit facilities with Tamarind Tree Hotel, Nairobi, the guest is required to make full payment prior to guest's arrival.

For credit application forms, contact the Accounts department. Credit facilities take a minimum of 30-days for processing.

Cheque payments will be accepted 7-days prior to the guest arrival date. Should payment not be cleared by the bank before guest arrival, the hotel reserves the right to request cash payment before the guest(s) check(s) in.

PAYMENT DEFAULT

Payment default shall constitute cause for credit termination. The Operator shall be considered to be in a condition of payment default if invoices submitted have not been paid in full for a period exceeding 60 days. Without prejudice to other rights available to the hotel, under the law, should a cheque issued by the Operator be returned unpaid, the Operator shall replace the cheque within 48-hour with by certified funds or cash and include returned cheque fees of 5% of the cheque amount.

Failure to replace a returned cheque(s) shall constitute default and the hotel reserves the right to engage a debt collector and or to pursue legal recourse.

The Operator agrees to pay any and all expenses incurred by the hotel in the collection of unpaid invoices and/or returned cheques.

Payment will be as per the issued voucher.

DEPOSITS

For companies without approved credit facilities, the following deposit policy applies:

Days Prior	Deposit Required
On confirmation of booking	25%
14-days prior to arrival	25%
5-days prior to arrival	50%
For bookings made within 30 days. Balance before arrival.	50%

Deposits are non-refundable for groups and 1 night charge for individual bookings.

INCIDENTAL CHARGES

All incidental charges are payable by cash or by credit card upon checking-out.

Operators should advise their guest's on the credit cards facilities available at the hotel.

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P.O.Box 74493-00200 Nairobi, Kenya.

For tour groups, it is the responsibility of the Tour Director/Guide to ensure that all incidental charges are settled or collected prior to departure. Charges not collected will be deemed the responsibility of the Operator.

ROOM CAPACITY & CHILD POLICY

A maximum of three persons are permitted per room. Triple rooms are available upon request subject to availability. Adult extra bed will be provided as per the applicable per person sharing room rate. Children under 3 years sharing a room with an Adult stay free of charge. Children aged over 3-years and below 12-years sharing a room with an Adult/s will be charged breakfast. Children aged over 3-years and below 12-years sharing own room pay 75% of the double adult rate. Two (2) children above 12-years of age staying in their own room shall pay the full amount of a double adult rate. With the exception of the Suites, an extra bed cannot be provided.

EXCHANGE RATE

For payments made in any other currency apart from US Dollar (US), the applicable Hotel exchange rate of the day will apply.

MEETINGS AND EVENTS

These rates do not apply for meetings, incentives and events groups. Rates will be determined on a case by case basis.

BROCHURES AND OTHER PUBLICATIONS

The hotel has a responsibility to ensure the descriptions of the property and services are accurately depicted. All descriptive and advertising copies should be submitted to the hotel for approval prior to publication.

INVOICE DISPUTES

Any dispute regarding an invoice must be received by Tamarind Tree Hotel, Nairobi's finance department within

seven (7) days of the invoice date, failure to which the Operator will be liable for the full invoice. The dispute will be considered and the Operator notified of the hotel's determination of the disputed amount. On determination of the disputed amount, only the amount in dispute may be adjusted on the invoice and payment will be due within seven (7) days of the adjusted invoice. It is expressly agreed and declared that any disputes, action or other matters arising hereunder shall be determined in accordance with the laws and procedures of Kenya.

CONFIDENTIALITY

The Operator confirms and agrees that this agreement is confidential to both parties herein. The operator shall not under any circumstances divulge or permit to be divulged this agreement or its comments to any other person or entity.

FORCE MAJEURE

All parties shall not be held responsible in the event, and to the extent, the performance of this agreement is delayed or prevented by any cause beyond its control, including "Acts of God" and circumstances not due to its fault or negligence.

AMENDMENTS

Any amendments to this agreement should be made in writing and signed by both the company and the hotel.

CONTRACT CANCELLATION

The hotel reserves the right at any time, by giving 30-days notice in writing, to cancel this agreement should the company fail to fulfil the above terms and conditions. Upon cancellation all sums outstanding from the company shall be immediately due and payable.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Kenya

ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties hereto and shall supersede any other representation, agreement, statement and understanding made prior to the execution thereof other than those expressly set forth with.

Amendments or additions to this Agreement shall be served in writing and shall be approved by the two parties.

In witness where of, the parties hereto have executed this agreement the day, month and year first written below:

Signed for and on behalf of the Company

*Signed for and on behalf of
Tamarind Tree Hotel ,Nairobi*

Signature:

Signature:

Caroline Samba

Name:

Name:

Sales Accounts Executive

Designation:

Designation:

10.5.2021

Date:

Date:

Official Stamp:

**Official
Stamp:**

Company Emergency Numbers

Emergency Number of the Company

*Signed for and on behalf of
Tamarind Tree Hotel ,Nairobi*

Signature:

Signature:

Name:

Name:

Number:

Designation:

Date:

Date:

Official Stamp:

**Official
Stamp:**

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