

## General conditions of Speedwave Adventures Limited

Status 21.02.2024

### 1. Mediation of external services

Insofar as **Speedwave Adventures Limited** expressly procures external services, **Speedwave Adventures Limited** individual is only responsible for the proper procurement of the external services (e.g. procured excursions, rental cars, hotels and flights, etc.) and not for the proper execution of the procured external services. The contract for the booked external service is concluded exclusively between you and the mediated contractual partner. In this respect, the relevant statutory provisions and the conditions of the respective contractual partner shall apply. **Speedwave Adventures Limited** shall not be liable for service disruptions, personal injury or damage to property in connection with travel services which are merely arranged as third-party services (e.g. excursions and sports events, theatre visits, exhibitions and transport services to and from the advertised destination).

### 2. Data protection / executive air carrier

a) The personal data that you make available to **Speedwave Adventures Limited** will be electronically processed and used to the extent necessary for the execution of the contract. In addition, **Speedwave Adventures Limited** may inform you by e-mail about current comparable travel offers in the future. If you do not wish to receive such information, you may object to its use at any time. Alternatively, you can object to the receipt of information at the time of booking.

b) **Speedwave Adventures Limited** is obliged to inform you of the identity of the operating air carrier at the time of booking. If an operating air carrier has not yet been determined at the time of booking, you must first be informed of the identity of the likely operating air carrier. As soon as the identity is finally established, you will be informed accordingly. The same applies in the event of a change in the operating carrier.

### 3. Booking the trip / conclusion of contract

a) With your travel registration, you offer **Speedwave Adventures Limited** the binding conclusion of the travel contract. This offer is based on the travel advertisement and the supplementary information provided by **Speedwave Adventures Limited** for the respective trip. The travel contract comes off with the entrance of the declaration of acceptance of Speedwave Adventures Limited.

b) You have to be responsible for all contractual obligations of travelers for whom you make the booking, as for their own, as far as you have taken over this obligation by express and separate declaration.

c) At or immediately after conclusion of the contract you will receive a travel confirmation containing all essential information about the travel services you have booked. If the content of the travel confirmation differs from the content of your travel booking, **Speedwave Adventures Limited** is bound to the new offer for 10 days. The travel contract shall only be concluded on the basis of this new offer if **Speedwave Adventures Limited** has pointed out the change and fulfilled its pre-contractual information obligations and you declare acceptance by means of an express declaration or payment to **Speedwave Adventures Limited** within the binding period.

d) In principle, travel documents will only be handed over after full payment of the travel price.

e) Cancellation compensation, processing, rebooking and cancellation fees as well as insurance premiums are due immediately. **Speedwave Adventures Limited** recommends taking out travel cancellation insurance.

### 4. Change in benefits

a) Deviations of essential travel services from the agreed content of the travel contract, which become necessary after conclusion of the contract and before commencement of the journey and which were not caused by **Speedwave Adventures Limited** in breach of good faith, are permitted insofar as the deviation is not substantial and does not impair the overall layout of the booked trip.

b) **Speedwave Adventures Limited** must inform you clearly, comprehensibly and immediately of the change in travel services, the reasons for this and the effects of this change on the travel price. A change is only effective if it meets these requirements and is declared before the start of the trip.

c) If the change is substantial, **Speedwave Adventures Limited** may offer you a corresponding change to the travel services and demand that you accept the offer to change the travel service within a reasonable period of time determined by **Speedwave Adventures Limited**. **Speedwave Adventures Limited** may also offer you the option of participating in another trip (substitute trip). If you do not wish to accept the offer to change the travel service, you can withdraw from the contract without additional payment of compensation. After the expiry of the period specified by Speedwave Adventures Limited, the offer shall be deemed to have been accepted.

d) In the case of concert, opera, theatre, musical or similar events, **Speedwave Adventures Limited** reserves the right to make changes to the program or cast (in particular to the conductor



or soloist). Tickets must be paid for in full - even in the event of cancellation of the trip - insofar as they cannot be resold by **Speedwave Adventures Limited**. The cancellation conditions of the respective provider apply.

#### 5. Reservation of price changes

a) **Speedwave Adventures Limited** is entitled to unilaterally increase the travel price if the following price components increase or change after conclusion of the contract: Increase in the price for the carriage of passengers due to higher costs for fuel or other energy sources; increase in taxes or other charges for agreed travel services, such as tourist taxes, port or airport charges; change in the exchange rates applicable to the relevant trip. **Speedwave Adventures Limited** must inform you clearly and comprehensibly of the increase in the tour price and its reasons and, at the same time, of the calculation of the price increase. An increase in the tour price is only effective if it meets these requirements and **Speedwave Adventures Limited** informs you of the price increase no later than 20 days before the start of the tour.

b) The tour price may only be increased by the amount corresponding to the sum of all increases in the amount of the price components for the booked tour specified in Clause 5 lit. After conclusion of a contract. Insofar as relevant price increases affect a tour group in its entirety, they shall first be distributed among the individual tour participants. Depending on which calculation is more favorable for you, the originally calculated average number of participants or the specifically expected number of participants will be used as a basis.

c) You may demand a reduction in the tour price if and to the extent that the prices, charges or exchange rates stated in Clause 5 a have changed after conclusion of the contract and before commencement of the tour and this leads to lower costs for you. If you have paid more than the amount owed hereafter, the additional amount shall be reimbursed by Speedwave Adventures Limited. However, **Speedwave Adventures Limited** may deduct the actual administrative expenses incurred from the additional amount to be reimbursed.

d) If the travel price increases by more than 8%, **Speedwave Adventures Limited** cannot unilaterally increase the price. However, **Speedwave Adventures Limited** may offer you a corresponding price increase and demand that you accept the offer for the price increase within a reasonable period of time determined by **Speedwave Adventures Limited**. If you do not wish to accept the offer to increase the price, you may withdraw from the contract without paying any additional compensation. After expiry of the period specified by **Speedwave Adventures Limited**, the offer to increase the price shall be deemed accepted.

#### 6. Payment of the travel price / down payment

a) After conclusion of the contract, a down payment of 40% of the tour price shall be due within 10 days upon delivery of the confirmation service voucher from **Speedwave Adventures Limited**. In the case of group tours, a down payment of 50% of the tour price is due for payment.

b) The remaining payment is due 30 days before the start of the tour. In the case of short-term bookings (from the 30th day before the start of the trip), the entire travel price is due immediately.

c) If you do not make the down payment and/or the balance payment in accordance with the agreed payment due dates, although **Speedwave Adventures Limited** is prepared and able to provide the contractual services in accordance with the regulations, Speedwave Adventures Limited is entitled to withdraw from the travel contract after prior reminder with setting of a deadline and to charge you with cancellation costs in accordance with item 8 letter d.

#### 7. Withdrawal by Speedwave Adventures Limited

**Speedwave Adventures Limited** may withdraw from the travel contract prior to commencement of travel in the following cases:

a) If a minimum number of participants as stipulated in the travel contract, **Speedwave Adventures Limited** may withdraw from the travel contract up to 30 days before the start of the trip if fewer persons than the minimum number of participants stipulated in the travel contract have registered for the trip. **Speedwave Adventures Limited** is obliged to inform you immediately after the occurrence of the prerequisite for the non-execution of the trip and to provide you with the declaration of withdrawal.

b) **Speedwave Adventures Limited** may withdraw from the travel contract if it is prevented from fulfilling the contract due to unavoidable, extraordinary circumstances. In this case, **Speedwave Adventures Limited** must declare the withdrawal immediately after becoming aware of the reason for the withdrawal.

c) **Speedwave Adventures Limited** may withdraw from the travel contract or terminate the contract after commencement of the trip without notice if you permanently disrupt the performance of the trip or if you behave in a manner contrary to the contract to such an extent that the immediate cancellation of the contract is justified. If **Speedwave Adventures Limited** terminates the contract, Speedwave Adventures Limited shall retain the right to the travel price; however, **Speedwave Adventures Limited** must offset the value of the saved expenses as well as those benefits which it obtains from any other use of the services not used.

#### 8 Cancellation by the customer before commencement of travel



a) You can withdraw from the travel contract at any time before the start of the journey. Cancellation must be made in writing to **Speedwave Adventures Limited**.

b) If you withdraw from the travel contract before commencement of travel or do not commence the journey, **Speedwave Adventures Limited** shall lose its claim to the travel price. However, **Speedwave Adventures Limited** may demand reasonable compensation if the cancellation is not its fault or if no extraordinary circumstances occur at or in the immediate vicinity of the place of destination which significantly impair the performance of the trip or the carriage of persons to the place of destination. Circumstances are unavoidable and extraordinary if they are not under the control of **Speedwave Adventures Limited** and their consequences could not have been avoided even if all reasonable precautions had been taken.

c) The cancellation fees are lump sum in Clause 8 lit. d.). They shall be calculated on the basis of the tour price less the value of the expenses saved by **Speedwave Adventures Limited** and less what **Speedwave Adventures Limited** acquires through other use of the travel services. Furthermore, the lump sums take into account the period between the declaration of withdrawal and the start of the trip. **Speedwave Adventures Limited** shall justify the amount of compensation at your request. In any case, you are entitled to prove that the compensation due to **Speedwave Adventures Limited** is considerably lower than the lump-sum compensation demanded by **Speedwave Adventures Limited**. The date on which **Speedwave Adventures Limited** receives the notice of withdrawal shall be decisive for the calculation of all time limits.

d) The following lump-sum compensation shall apply:

**up to the 30 days before departure 15%**

**until the 23rd day before departure 35%**

**until the 15th day before departure 45%**

**up to the 8th day before departure 50%**

**up to the 4th day before departure 65%**

**from the 4th day before departure until the day of departure 80%**

**on the day of departure or non-arrival 95% of the travel price.**

e) For group travel, the compensation packages set out in the offer shall apply.

f) **Speedwave Adventures Limited** reserves the right to demand a higher, individually calculated compensation instead of the compensation lump sums if **Speedwave Adventures Limited** proves that it has incurred significantly higher expenses than the respective compensation lump sums. In this case, **Speedwave Adventures Limited** shall be obliged to specifically quantify and justify the demanded compensation, taking into account the expenses saved and less what it acquires through other use of the travel service.

g) If **Speedwave Adventures Limited** is obliged to reimburse part or all of the tour price as a result of a withdrawal, **Speedwave Adventures Limited** must make payment immediately, but in any case within 14 days of receipt of the declaration of withdrawal.

## 9. Change in the person of the traveller

Within a reasonable period before the start of the journey, you may declare on a durable data carrier that a third party is entering into your rights and obligations under the travel contract. The declaration is in any case timely if it reaches **Speedwave Adventures Limited** no later than 7 days before the start of the trip. **Speedwave Adventures Limited** may object to the entry of the third party if the third party does not fulfil contractual travel requirements or if statutory regulations or official orders conflict with the third party's participation in the trip. You and the substitute person are jointly and severally liable for the tour price and the additional costs incurred by the third party.

## 10. Insurances

a) Travel insurance: **Speedwave Adventures Limited** recommends that you take out a comprehensive travel insurance package, in particular travel cancellation insurance and insurance to cover repatriation costs in the event of accident or illness, as well as foreign health and luggage insurance. However, **Speedwave Adventures Limited** can arrange for travel insurance at an extra cost.

## 11. Liability of the tour operator

**Speedwave Adventures Limited** is liable within the scope of the duty of care of a prudent businessman for the conscientious preparation of the trip, the careful selection and supervision of the service providers and the proper provision of the contractually agreed travel services. However, **Speedwave Adventures Limited** shall not be liable for information in local, hotel or other brochures not issued by **Speedwave Adventures Limited** which have been made available by you or **Speedwave Adventures Limited**. **Speedwave Adventures Limited** shall not be liable for changes in flight times, delays or cancellations on the part of the carrier. **Speedwave Adventures Limited** shall only be liable for accidents occurring during sporting events and other holiday activities if it is at fault. **Speedwave Adventures Limited** recommends that you take out accident



insurance. **Speedwave Adventures Limited** shall not be liable for the timely issue and access of necessary visas by the respective diplomatic representation, even if you have commissioned **Speedwave Adventures Limited** to procure them, unless **Speedwave Adventures Limited** is responsible for the delay.

## **12. Passport, Visa and Health Regulations**

**Speedwave Adventures Limited** teaches all customers general passport and visa requirements as well as health formalities at the time of booking. It is expressly pointed out that the possibility of a subsequent change of these regulations exists at any time. You are advised to follow the news media yourself in order to be able to adapt to possible changes at an early stage. You are responsible for compliance with all important regulations for the execution of the trip. All disadvantages resulting from non-compliance with these regulations shall be borne by you, except if they are individually caused by culpable incorrect or misinformation on the part of **SPEEDWAVE ADVENTURES LIMITED**.

## **13. Place of jurisdiction**

Kenyan law shall apply between the parties to the contractual relationship. Place of performance and jurisdiction is Nairobi. 1

## **14. Invalidity of individual provisions**

The invalidity of individual provisions of the travel contract shall not affect the validity of the entire travel contract. The same applies to the present travel conditions. Instead of the ineffective provision, a statutory provision shall be deemed to have been agreed from the time of the ineffectiveness, namely the statutory provision which comes closest in meaning to the purpose pursued with the ineffective provision.

### **Tour Operator:**

**Speedwave Adventures Limited**

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