

HEMINGWAYS

COLLECTION





RACK RATES 2027

These Rack Rates are applicable for travel dates between 5th January 2027 - 4th January 2028. They are offered subject to the Hemingways Collection Rack Terms and Conditions.

Any booking made, confirmed, or utilised at these Rack Rates constitutes full acceptance of those Terms and Conditions, whether or not separately signed. In the event of any inconsistency between these Rack Rates and the Terms and Conditions, the Terms and Conditions shall prevail.

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 Hemingways Collection

HEMINGWAYS

NAIROBI

2027
RACK RATES

ROOM CATEGORY	REGULAR SEASON	GREEN SEASON	PREMIUM SEASON
	RACK RATE Single / Double	RACK RATE Single / Double	RACK RATE Single / Double
Deluxe Suite	\$670 / \$900	\$530 / \$710	\$875 / \$1,120
Executive Suite	\$730 / \$1,050	\$575 / \$830	\$955 / \$1,290
Blixen Suite	\$1,750 (single or double)	\$1,385 (single or double)	\$2,210 (single or double)
Hemingways Suite	\$2,340 (single or double)	\$1,850 (single or double)	\$3,155 (single or double)
	Child	Child	Child
Deluxe Suite	\$270	\$215	\$335
Executive Suite	\$315	\$250	\$385

CHILD RATES

- Children aged 6–12 years pay a reduced rate when sharing with adults in the Deluxe or Executive Suites.
- Child rates do not apply to the Blixen or Hemingways Suites.

SEASONS



- Regular: 05 January – 28 February 2027 & 01 November – 17 December 2027
- Green: 01 March – 31 May 2027
- Premium: 01 June – 31 October 2027 & 18 December 2027 – 04 January 2028

Rack Rates are subject to the Hemingways Collection Rack Rate Terms and Conditions.

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INCLUSIONS

- Bed & breakfast
- Express check-in/out
- Wi-Fi & satellite TV
- Bottled mineral water
- Fruits & flowers in-room
- Air conditioning & ceiling fan
- Use of gym, sauna, steam room & outdoor pool

SUPPLEMENTS

- Lunch or Dinner: \$65 per person
- Day Use Room (12:00–18:00): 70% of room rate incl. one meal (Lunch or Dinner)
- Early or late use = full night charge

THIRD ADULT POLICY

- A third adult or child over 16 may not be permitted to share any of the suites

VIRTUOSO BOOKINGS

Virtuoso bookings made on contracted rates receive a complimentary bottle of wine in the suite per stay, in addition to fruit and flowers.

Full Virtuoso VIP amenities apply only to bookings made on the Virtuoso rate through a Virtuoso travel advisor.

CHILD POLICY

- 0–5 yrs: Stay free when sharing with an adult
- 6–12 yrs: Pay child rate when sharing with two adults (max 1 child)
- Under 12 yrs in own room: 75% of double room rate (subject to availability)

CHECK-IN / CHECK-OUT

- Check-in: from 13:00
- Check-out: by 10:00
- Early/late check-in/out subject to availability and confirmation

AIRPORT TRANSFERS

- JKIA: \$100 per vehicle (max 3 pax) / \$130 per vehicle (max 5 pax) which includes express way fees
- Wilson Airport: \$60 per vehicle (max 3 pax) / \$80 per vehicle (max 5 pax)
- VIP Meet & Greet at JKIA: \$35 per person (arrival or departure)
- VIP Transfers JKIA: \$150 (Mercedes Max 2 pax)

2027 SPECIAL OFFERS

The full list of 2027 special offers can be accessed via the link below, which directs you to our website:

[OFFERS PAGE](#)

All offers remain subject to the standard cancellation and amendment terms outlined in the Hemingways Collection booking conditions.

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 Hemingways Nairobi

HEMINGWAYS

OL SEKI MARA

2027
RACK RATES

TENT CATEGORY	REGULAR SEASON	HIGH SEASON	PREMIUM SEASON
	RACK RATE Single / PP Sharing	RACK RATE Single / PP Sharing	RACK RATE Single / PP Sharing
Nina Tent	\$1110* / \$905	\$1,740* / \$1,370	\$1,930* / \$1,500
Private Villa Simba or Chui**	\$4,535	\$6,830	\$7,500
	Child	Child	Child
Nina Tent	\$380	\$575	\$615

***Single Supplement:** Applicable for up to two tents per night. Additional single tents will be charged at the double room rate.

**The Villas are for Exclusive Use for up to 4 adults or 2 adults + 3 kids. It includes private game drive vehicle, private chef, private plunge pool & private butler

CHILD RATES

- Children aged 8–12 years pay a reduced rate when sharing with adults.
- No child rates apply for the Private Villa.

SEASONS

- Regular: 01 March – 14 June 2027 & 01 November – 17 December 2027
- High: 05 January - 28 February 2027, 15 – 30 June 2027 & 01 September – 31 October 2027
- Premium: 01 July – 31 August 2027 & 18 December 2027 – 04 January 2028

Rack Rates are subject to the Hemingways Collection Rack Rate Terms and Conditions.

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 Hemingways Ol Seki Mara



INCLUSIONS

- Full-board accommodation (meals, sundowners, drinks including standard alcoholic beverages)
- Two daily shared game drives in Naboisho Conservancy
- Shared bush breakfast and night drive (min. 3-night stay) weather permitting
- Return transfers from Ol Seki Naboisho airstrip
- Guided bush walk (1.5 hours per stay)
- In-tent minibar (water and soft drinks)
- Complimentary Wi-Fi
- Government taxes

EXCLUSIONS

- Naboisho Conservancy Fee: \$150 per adult / \$75 per child (under 18 yrs) per night
- Naboisho Reserve Fund Fee: \$5 per person per night
- Mara Reserve Park Fee (where applicable): \$100–\$200 per person depending on season
- Transfer to/from other Mara airstrips: \$90 per person
- Bush dinner: \$65 per person

- Game drive to the Mara Reserve: \$90 per person excluding Mara Reserve Park fees
- Departure day lunch: \$30 per person
- Early arrival breakfast: \$25 per person
- Premium drinks, champagne, cellar wines
- Private safari vehicle: \$450 per day
- Cultural village visit: \$35 per person
- Gratuities, guide tent, internal camp transfers
- Exclusive Cave dinner: \$65 per person
- Conservancy, reserve and park fees are subject to change and will be passed through in accordance with the Hemingways Collection Partner Terms & Conditions.

CHILD POLICY

- Nina Tents: Children 8+ only (max. 1 child per tent sharing with 2 adults)
- Private Villas: No age restriction

CHECK-IN / CHECK-OUT

- Check-in: from 13:00
- Check-out: by 10:00
- Early/late check-in/out subject to availability and confirmation

ADDITIONAL INFORMATION

- Open all year round
- Minimum Stay: 2 nights during high & premium seasons

GUIDE TENT

- \$240 per guide per night excluding conservation fees. Subject to availability.

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OFFERS PAGE

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 Hemingways Ol Seki Mara

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RIVER CAMP MARA

2027
RACK RATES

TENT CATEGORY	REGULAR SEASON	HIGH SEASON	PREMIUM SEASON
	RACK RATE Single / PP Sharing	RACK RATE Single / PP Sharing	RACK RATE Single / PP Sharing
Classic Safari Tent	\$1,035* / \$840	\$1,505* / \$1,185	\$1,700* / \$1,320
Family Safari Suite**	\$3,210	\$4,520	\$5,025
Private Safari Suite**	\$3,560	\$5,025	\$5,580
	Child	Child	Child
Classic Safari Tent	\$370	\$525	\$580

***Single Supplement:** Applicable for up to two tents per night. Additional single tents will be charged at the double room rate.

****Safari Suite:** Please see additional notes (on next page), in relation to the pricing of the two Safari Suites

** Both Suites are costed on Exclusive use for up to 4 adults or 2 adults + 3 kids

CHILD POLICY

- Children aged 8–12 years pay a reduced rate when sharing with adults. Maximum 1 child (8–12 years) may share a Classic Safari Tent with 2 adults.
- Children 12 years and above are charged the full adult rate.
- Children under 8 years are not permitted in Classic Safari Tents.
- Safari Suites have no age restrictions.

SEASONS

- Regular: 01 March – 09 April 2027, 11 May – 14 June 2027 & 01 November – 17 December 2027
- High: 05 January – 28 February 2027, 15 – 30 June 2027 & 01 September – 31 October 2027
- Premium: 01 July – 31 August 2027 & 18 December 2027 – 04 January 2028

Rack Rates are subject to the Hemingways Collection Rack Rate Terms and Conditions.

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 Hemingways River Camp Mara



BOOKING NOTES

- Airstrip transfers and bush dinners may be shared
- Minimum Stay: 2 nights during high & premium season
- Guide tent: \$240 per guide per night excluding conservation fees. Subject to availability.

INCLUSIONS

- Full board accommodation
- Game drives (day/night) and sundowners
- House beverages
- Bush meals (breakfast, lunch, dinner)
- Laundry service
- Guided bush walks
- Local airstrip transfers (alternate arrangements at cost in poor weather)

EXCLUSIONS

- Mara North Conservancy Fee: \$150 per adult, \$75 per child (under 18 yrs) per night
- Mara North Reserve Fund Fee: \$5 per person per night

- Game drive to the Mara Reserve & \$90 per person excluding Mara Reserve Park fees
- Mara Reserve Park Fee (where applicable): \$100–\$200 per person depending on season
- Premium drinks, champagne, cellar wines
- Private safari vehicle: \$450/day
- Cultural visits: \$35/person
- Late departure: \$150/person (includes lunch & game drive)
- Balloon safaris (on request)
- Gratuities and personal expenses
- Conservancy, reserve and park fees are subject to change and will be passed through in accordance with the Hemingways Collection Partner Terms & Conditions.

ACCOMMODATION NOTES

- Safari Suites: Rates are based on 4 adults or 2 adults / 3 children. Any additional pax will be charged a supplement fee per night

CHECK-IN / CHECK-OUT

- Check-in: From 13:00
- Check-out: By 10:00
- Early/late check-in/out subject to availability and confirmation

ADDITIONAL INFORMATION

- Closed: 10th April - 10th May 2027
- Minimum Stay: 2 nights during high & premium seasons

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[OFFERS PAGE](#)

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 Hemingways River Camp Mara

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WATAMU

2027 RACK RATES

ROOM CATEGORY	REGULAR SEASON	HIGH SEASON	PREMIUM SEASON
	RACK RATE Single / Double	RACK RATE Single / Double	RACK RATE Single or Double
North Wing Ocean View	\$270 / \$360	\$340 / \$445	\$850 / \$995 (PS1 / PS2)
North Wing Deluxe Ocean View	\$310 / \$415	\$420 / \$525	\$955 / \$1,120 (PS1 / PS2)
1 Bedroom Ocean View Suite	\$525 (single or double)	\$580 / \$790 (single or double)	\$1,150 / \$1,350 (PS1 / PS2)
2 Bedroom Ocean View Suite (max 4 pax)	\$760 (single or double)	\$890 (single or double)	\$1,690 / \$1,990 (PS1 / PS2)
2 Bedroom Deluxe Ocean View Suite (max 4 pax)	\$875 (single or double)	\$1,050 (single or double)	\$1,840 / \$2,165 (PS1 / PS2)
4 Bedroom Ocean View Penthouse (max 8 pax)	\$1,400 (single or double)	\$1,925 (single or double)	\$3,610 / \$4,240 (PS1 / PS2)
	Extra Child	Extra Child	Extra Child
North Wing Deluxe Ocean View	\$105	\$130	\$280

CHILD RATES

- Child rate in North Wing Deluxe Ocean view rooms only, in a roll away bed.
- Max of 1 roll away bed in a 2 Bedroom Suite.

SEASONS

- Regular: 01 March – 31 July 2027 & 01 September – 17 December 2027
- High: 05 January – 28 February 2027 & 01 – 31 August 2027
- Premium Season 1 (PS1): 18 December 2027 – 26 December 2027
- Premium Season 2 (PS2): 27 December 2027 – 04 January 2028

Rack Rates are subject to the Hemingways Collection Rack Rate Terms and Conditions.

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 Hemingways Watamu



INCLUSIONS

- Bed & breakfast (except Premium: Half Board)
- Complimentary Wi-Fi
- Satellite TV
- Air conditioning & ceiling fan
- Mineral water in room
- Use of the gym

MEAL SUPPLEMENTS

(Per Person/Day)

- Half Board: \$45 (includes dinner)
- Full Board: \$80 (includes lunch & dinner)
- Children under 12: 50% of meal supplement

CHILD POLICY

- 0–5 yrs sharing with adult: Free
- 6–12 yrs: Pays child rate when sharing with two adults (max 1 child)
- <12 yrs in own room: 75% of double room rate

CHECK-IN / CHECK-OUT

- Check-in: from 13:00
- Check-out: by 10:00
- Early check-in (from 05:00): 75% of net rate, before 05:00: Full rate
- Late check-out (until 17:00): 50% of net rate, after 17:00: Full rate
- Early/late check-in/out subject to availability and confirmation

AIRPORT TRANSFERS

(One way, min 2 pax)

- Malindi Airport – USD\$40 per vehicle (min. 1 / max 3 pax) one way
- Malindi Airport – USD\$80 per vehicle (min. 4 / max 6 pax) one way
- Vipingo Airport – USD\$50 per person (min. 2 / max 6 pax) one way
- Moi International Airport Mombasa – USD\$190 per vehicle (min. 1 / max 6 pax) one way

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EDEN RESIDENCE

2027
RACK RATES

ROOM RATES	ROOM CATEGORY	REGULAR SEASON	GREEN SEASON	PREMIUM SEASON
		RACK RATE Single / Double	RACK RATE Single / Double	RACK RATE Single / Double
Main House	Master Bedroom 1	\$600 / \$860	\$420 / \$600	\$760 / \$1,070
	Bedroom 2	\$510 / \$710	\$355 / \$500	\$625 / \$850
	Bedroom 3	\$400 / \$545	\$280 / \$385	\$480 / \$655
Tonio's Studios	Garden View	\$600 / \$825	\$420 / \$575	\$760 / \$1,030
	Forest View	\$600 / \$825	\$420 / \$575	\$760 / \$1,030
	Garden Loft	\$485 / \$665	\$340 / \$470	\$580 / \$800
Cottage (including kitchenette)		\$600 / \$825	\$420 / \$575	\$760 / \$1,030
		Child	Child	Child
Tonio's Studios	Garden Loft	\$230	\$170	\$280
Cottage		\$290	\$210	\$350

EXCLUSIVE USE RATES

CONFIGURATION	CAPACITY	REGULAR SEASON	GREEN SEASON	PREMIUM SEASON
		RACK RATE Single / Double	RACK RATE Single / Double	RACK RATE Single / Double
Main House (including lounge, dining, terrace)	6 adults	\$1,820	\$1,275	\$2,180
Main House + Kids Loft	6 adult + 3 children	\$2,180	\$1,525	\$2,560
Tonio's Studios (excluding Garden Lofts)	Varies	\$1,565	\$1,095	\$2,000
Full Estate Main House + Studios + Cottage	18 adults + 3 children	\$5,240	\$3,670	\$6,550

SEASONS

- Regular: 05 January – 28 February 2027, 01 – 30 June 2027 & 01 October – 17 December 2027
- Green: 01 March – 31 May 2027
- Premium: 01 July – 30 September 2027 & 18 December 2027 – 04 January 2028

Rack Rates are subject to the Hemingways Collection Rack Rate Terms and Conditions.

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 Hemingways Eden Residence



INCLUSIONS

- Bed & breakfast
- Complimentary Wi-Fi
- Bottled mineral water in rooms
- All government taxes

CHILD POLICY

- No children under 8 unless booking exclusive use of Main House or full estate
- 8-16 yrs: pay child rate with two adults (max 1 child) in Garden Loft or Cottage

CHECK-IN / CHECK-OUT

- Check-in: From 13:00
- Check-out: By 10:00
- Early check-in (from 05:00): 75% of net rate, before 05:00: Full rate
- Late check-out (until 17:00): 50% of net rate, after 17:00: Full rate
- Early/late check-in/out subject to availability and confirmation

AIRPORT TRANSFERS

- JKIA: \$100 per vehicle (max 3 pax) / \$130 per vehicle (max 5 pax) which includes express way fees
- Wilson Airport: \$60 per vehicle (max 3 pax) / \$80 per vehicle (max 5 pax)
- VIP Meet & Greet at JKIA: \$35 per person (arrival or departure)
- VIP Transfers JKIA: \$150 (Mercedes Max 2 pax)

DAY USE

- 70% of room rate (12:00–18:00), includes lunch or dinner (value: \$60 pp)
- Early check-in or late check-out outside these times is charged as a full night

DECK DAY PASS

- \$150 per person inclusive of a lunch or dinner supplement, access to private showers as well as changing rooms at the Deck Restaurant

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 Hemingways Eden Residence

HEMINGWAYS

COLLECTION

RACK RATE TERMS AND CONDITIONS

1. Application of Rack Terms & Conditions

1.1. Scope

These Rack Terms & Conditions (Terms) apply to all bookings made at the Hemingways Collection Rack Rates and govern the contractual relationship between Hemingways Hospitality Limited (the Hotel) and the contracting tour operator or agent (the Agent).

1.2. Incorporation by Reference

These Terms are incorporated into and form part of the Rack Rates and shall apply to all reservations made, confirmed or utilised at such rates.

1.3. Acceptance

Any booking made, confirmed or utilised by the Agent at the Rack Rates shall constitute full and unconditional acceptance of these Terms by the Agent, whether or not separately signed.

1.4. Priority

In the event of any inconsistency between the Rack Rates and these Terms, these Terms shall prevail, unless expressly stated otherwise in writing by the Hotel.

1.5. Authority

The Agent warrants that it has full authority to bind itself and its distribution partners to these Terms.

1.6. Relationship of Parties

The Hotel and the Agent are independent contractors. Nothing in these Terms shall be deemed to create any partnership, joint venture, agency or fiduciary relationship between the Parties.

2. Bookings and Confirmation

2.1. Booking Requests

Booking requests may be submitted by the Agent either in writing or via the Hotel's authorised online booking platform or Agent Zone, where applicable. All bookings remain subject to confirmation in accordance with this Section.

2.2. Live Availability

Where the Agent is granted access to live availability through the Hotel's Agent Zone or similar system, such availability is provided for information purposes only and does not constitute a confirmed booking or guarantee of availability.

The Hotel reserves the right to amend or withdraw availability displayed in the Agent Zone at any time prior to confirmation.

2.3. Provisional Bookings

A booking shall be considered provisional only once the Hotel has issued written confirmation of availability, whether generated via the Agent Zone or issued manually by the Hotel.

Provisional bookings shall be held in accordance with the following holding period, based on the number of days prior to the arrival date.

Days Prior to Arrival	Provisional Booking Hold Period
More than 91 days	14 days (first right of refusal)
31 – 90 days	7 days
0 – 30 days	48 hours

If a provisional booking is not confirmed within the applicable holding period, it shall be automatically released without further notice, and the Hotel shall have no obligation to continue to hold the space or rate.

2.4. Confirmation of Bookings

A booking shall only be deemed confirmed once the Hotel has received either:

- a) a valid booking voucher issued by the Agent; or
- b) the applicable deposit or full prepayment, where required.

For bookings made within thirty (30) days of the arrival date, confirmation shall require either a valid booking voucher issued by an Agent with an approved credit facility, or full prepayment of the contracted accommodation cost at the time of reservation, unless otherwise expressly agreed in writing by the Hotel.

Until such confirmation is received, the Hotel shall have no obligation to hold inventory or honor rates, notwithstanding any availability previously displayed in the Agent Zone.

2.5. System Reliance

The Hotel shall not be liable for any loss, cost or claim arising from:

- a) reliance by the Agent or guest on availability displayed in the Agent Zone prior to confirmation; or
- b) changes to availability resulting from system updates, competing bookings or operational requirements.

2.6. Acceptance of Terms

Use of the Agent Zone and submission of any booking request or booking voucher shall constitute confirmation that all bookings are made subject to these Partner Terms & Conditions.

3. Rates, Currency, Taxes and Levies

3.1. Contracted Rates

The Rack Rates applicable to each Hemingways Collection property are set out in the relevant rate sheet and are offered on a per room or per person, per night basis, as specified. All Rack Rates are subject to availability at the time of booking and to these Partner Terms & Conditions.

3.2. Currency

All Rack Rates are quoted, invoiced and payable in United States Dollars (USD), unless expressly agreed otherwise in writing by the Hotel.

3.3. Rate Inclusions and Exclusions

Rack Rates include only those items expressly stated as included in the rate sheet. All other services, activities, meals, fees, levies or charges not expressly included shall be payable in addition.

3.4. Taxes, Fees and Levies

Rack Rates include all government taxes and service charges applicable at the time the rates are issued, unless expressly stated otherwise.

The Hotel reserves the right to adjust the applicable charges without prior notice in the event of any change to:

- a) government taxes, levies, fees or assessments; or
- b) conservancy fees, reserve fund fees, park fees or similar third-party charges imposed by relevant authorities, conservancies, community landowners or managing bodies.

Any such adjustment shall be passed through at cost, shall apply to all bookings (including those already confirmed), and shall not constitute a rate increase for the purposes of these Partner Terms & Conditions.

3.5. Responsibility for Collection and Communication

The Agent shall be responsible for informing its guests of any applicable taxes, fees or Conservancy Fees and for collecting and remitting such amounts as required. Failure by the Agent to collect such amounts from guests shall not relieve the Agent of its obligation to pay the same to the Hotel.

3.6. No Right to Cancellation or Amendment

Changes to taxes, fees or Conservancy Fees shall not:

- a) entitle the Agent or guest to cancel or amend a booking without the applicable cancellation charges; or
- b) constitute a Force Majeure Event.

3.7. Agent Zone Rate Visibility

Where Rack Rates are displayed through the Hotel's Agent Zone or similar system, such display is provided for convenience only and does not limit the Hotel's rights under this Section in respect of taxes, fees or levies.

4. Deposits, Payment and Credit

4.1. Deposits

A deposit paid in respect of any reservation is specific to that reservation and may not be transferred to any other reservation without the Hotel's prior written consent.

Unless the Agent has an approved credit facility, a nonrefundable deposit of twenty percent (20%) of the total contracted accommodation cost shall be payable within thirty (30) days of issuance of a valid booking voucher. The Hotel reserves the right to cancel the reservation if the required deposit is not received within this period.

4.2. Balance of Payment

The balance of the contracted accommodation cost shall be paid by the Agent to the Hotel no later than thirty (30) days prior to the arrival date, or at the time of reservation where a booking is made within thirty (30) days of arrival, unless otherwise expressly agreed in writing by the Hotel.

The Hotel reserves the right to cancel any reservation if payment is not received in accordance with this Section.

4.3. Bookings Within 30 Days of Arrival

For bookings made within thirty (30) days of the arrival date, payment shall be made as follows:

- a) Agents with an approved credit facility may confirm bookings by issuance of a valid booking voucher;
- b) Agents without an approved credit facility must make full prepayment at the time of reservation.

Nothing in these Terms shall be construed as granting credit to the Agent unless a credit facility has been expressly approved in writing by the Hotel.

4.4. Credit Facilities

Credit facilities are granted at the sole discretion of the Hotel, on application, and may be amended, suspended or withdrawn by the Hotel at any time upon written notice.

The existence of a credit facility does not vary the Agent's obligations under these Partner Terms & Conditions, including cancellation and payment obligations.

4.5. Method of Payment

All payments shall be made in the invoiced currency by bank transfer for same day value and shall be made net of all bank charges, transfer fees or deductions.

4.6. Refunds

Except for any nonrefundable deposits, any advance payments made shall be refundable only in accordance with the applicable cancellation provisions set out in these Partner Terms & Conditions.

4.7. No Set Off

The Agent shall not be entitled to withhold, deduct or set off any amounts due to the Hotel against any alleged claim or dispute, save for amounts subject to a valid credit note issued by the Hotel.

5. Cancellations, No-shows and Amendments

5.1. Written Notice

All cancellations, no-shows and amendments must be submitted to the Hotel in writing. The effective date of cancellation shall be the date on which written notice is received by the Hotel in accordance with the Notices provisions.

5.2. Cancellation Charges

In the event of a cancellation of a confirmed booking, the following cancellation charges shall apply, calculated on the total contracted booking value:

- More than sixty (60) days prior to arrival: 20%
- Thirty (30) to sixty (60) days prior to arrival: 50%
- Zero (0) to twenty-nine (29) days prior to arrival: 100%

Cancellation charges shall apply irrespective of payment status at the time of cancellation.

5.3. Property and Season Specific Cancellation Conditions

Notwithstanding Clause 5.2, the following stricter cancellation conditions shall apply:

a) Hemingways Ol Seki Mara

For bookings during High and Premium Seasons, a 100% cancellation charge shall apply for any cancellation or amendment made within ninety (90) days of arrival.

b) Hemingways Nairobi, Hemingways Watamu and Hemingways Eden Residence

For bookings during the Premium Season, a 100% cancellation charge shall apply for any cancellation or amendment made within sixty (60) days of arrival.

These conditions apply regardless of any agreed payment terms or credit facilities.

5.4. No Shows and Early Departures

Failure by guests to arrive on the confirmed arrival date (no-show), or early departure after arrival, shall be treated as a cancellation and shall attract a 100% charge for the full duration of the booking.

5.5. Amendments Treated as Cancellations

Any amendment to a confirmed booking that results in a reduction of room nights, length of stay, number of rooms, number of guests, or a change to arrival or departure dates, shall be treated as a cancellation of the original booking and shall be subject to the applicable cancellation charges.

For the avoidance of doubt, a change in arrival date shall be deemed a cancellation and re-booking, irrespective of whether the revised dates fall within the same season.

5.6. Permitted Amendments

The following amendments shall not be treated as cancellations, provided they do not reduce the total booking value and remain subject to availability:

- a) guest name changes or corrections;
- b) rooming list adjustments within the same room type;
- c) changes to meal plans or ancillary services;
- d) corrections to child/adult status where the room type remains unchanged; and

5.7. Goodwill Discretion

Notwithstanding the above, the Hotel may, at its sole discretion and on a goodwill basis, agree to permit an amendment or cancellation without applying cancellation charges. Any such concession shall be exceptional, nonbinding, and shall not constitute a waiver of the Hotel's rights nor establish any precedent.

5.8. Relationship to Force Majeure

Cancellation charges shall remain payable unless a valid Force Majeure Event is established strictly in accordance with Section 9 (Force Majeure) of these Partner Terms and Conditions.

6. Guest Policies and Operational Rules

6.1. Occupancy and Guest Composition

Maximum occupancy limits for rooms, suites, tents and villas shall apply as specified in the applicable rate sheet and property information. The Hotel reserves the right to refuse accommodation or levy additional charges where occupancy limits are exceeded.

6.2. Child and Extra Adult Policies

Child policies, age limits, child rates and extra adult charges shall apply as set out in the applicable rate sheet and may vary by property, room category and season.

Children shall only be accommodated where the relevant property and room category expressly permit, and in accordance with applicable safety and operational requirements.

6.3. Minimum Stay Requirements

Minimum stay requirements may apply during certain seasons, events or periods of high demand, as specified in the rate sheet or otherwise notified by the Hotel at the time of booking.

6.4. Check-In and Check-Out

Unless otherwise agreed in writing by the Hotel:

- Check-in time is from 13:00 hours;
- Check-out time is by 10:00 hours.

Early check-in and late checkout are subject to availability and may incur additional charges.

6.5. Day Use

Day use rooms are subject to availability and shall be charged at seventy percent (70%) of the applicable contracted room rate, unless otherwise stated.

Day use rooms are available from 12:00 hours to 18:00 hours only. Use outside these hours shall be treated as a full additional night at the applicable rate.

6.6. Tour Guides and Tour Leaders

For group bookings of fifteen (15) paying guests, with a minimum of ten (10) paying rooms, the Hotel shall offer one (1) complimentary single room for a tour guide only, subject to availability.

The complimentary tour guide room shall be provided for the same duration as the group booking and shall be offered on a bed and breakfast basis at Hemingways Nairobi and Hemingways Watamu only, unless otherwise expressly stated in the applicable rate sheet.

This concession is subject to availability, applies only where the qualifying group thresholds are met, and may not be substituted, transferred, or redeemed for cash or any other benefit.

No complimentary or discounted accommodation for tour guides or tour leaders shall apply unless expressly stated in these Partner Terms & Conditions or the applicable rate sheet.

6.7. Guest Conduct and Hotel Policies

All guests shall comply with the Hotel's house rules, safety policies and operational guidelines applicable at each property. The Hotel reserves the right to take reasonable action, including refusal of service, where guest conduct adversely affects safety, operations or the enjoyment of other guests.

6.8. Changes to Operational Policies

The Hotel reserves the right to amend operational policies, procedures or facilities from time to time where reasonably required for safety, operational or regulatory reasons, provided that such changes do not materially reduce the accommodation standard confirmed at the time of booking.

7. Publicity, Brand and Distribution

7.1. Right to Promote

The Agent may promote the Hotel and its properties through brochures, websites and other marketing materials in the ordinary course of business, subject to these Partner Terms & Conditions.

7.2. Accuracy of Publicity

The Agent shall ensure that all descriptions, images, representations and statements relating to the Hotel are accurate, not misleading, and consistent with information provided or approved by the Hotel, including information published in the Hotel's Agent Zone or similar information library from time to time.

The Agent acknowledges that the Agent Zone may be used by the Hotel as a central reference source for property information, descriptions, imagery, policies and updates, and agrees to use reasonable endeavors to ensure that its publicity and communications reflect the most current information available therein.

The Agent shall not materially misrepresent the Hotel's facilities, services, experiences, location, safety standards or availability.

7.3. Correction and Take down

The Agent shall promptly correct or remove any publicity or content which the Hotel reasonably notifies the Agent is inaccurate, outdated or misleading, including where such content is inconsistent with information contained in the Agent Zone.

7.4. Brand Protection

The Agent shall not use the Hotel's name, trademarks, logos or imagery in any manner that may reasonably be considered damaging to the Hotel's brand, reputation or market positioning.

7.5. Distribution Channels

The Agent shall comply with the Hotel's onward distribution restrictions and shall not distribute, resell or make available the Rack Rates through any unauthorised retail, consumer-facing or B2C channels.

The Agent shall be responsible for ensuring that its distribution partners comply with this Section and these Partner Terms & Conditions.

7.6. No Hotel Liability for Agent Publicity

The Hotel shall not be liable for any claims, losses or guest complaints arising from publicity, representations or marketing materials created or published by the Agent or its distribution partners, except where such claims arise directly from the Hotel's own willful misconduct or negligence.

8. Insurance

8.1. Guest Travel Insurance

The Agent shall ensure that all guests travelling under its arrangements are covered by a fully comprehensive travel insurance policy which includes, at a minimum, coverage for cancellation charges and medical evacuation.

8.2. Responsibility for Insurance

The Hotel shall not be responsible for arranging or verifying such insurance and shall not be liable for any loss, cost or claim arising from a guest's failure to obtain adequate travel insurance.

8.3. No Impact on Cancellation or Force Majeure

The availability, scope or outcome of any travel insurance coverage shall not affect the application of the cancellation provisions or the Force Majeure provisions set out in these Partner Terms & Conditions.

9. Force Majeure

9.1. Definition

Neither Party shall be liable for any delay or failure to perform its obligations under these Partner Terms & Conditions to the extent, and only for so long as, such performance is directly prevented by a Force Majeure Event affecting the destination country in which the relevant Hotel is located.

9.2. Notification and Mitigation

A Party claiming relief under this Section shall:

- a) promptly notify the other Party in writing of the Force Majeure Event, specifying the nature of the event, the obligations affected and the anticipated duration; and
- b) use all reasonable endeavors to mitigate the effects of the Force Majeure Event and to continue to perform its obligations, including (where applicable) considering reasonable alternative means of performance.

9.3. Termination for Prolonged Force Majeure

If a Force Majeure Event continuously prevents a Party from performing all of its obligations for a period exceeding one (1) month, the other Party may terminate the affected booking or these Partner Terms & Conditions by written notice.

9.4. Force Majeure Events

A Force Majeure Event means an event or circumstance beyond the reasonable control of the affected Party which directly and demonstrably prevents performance, including but not limited to:

- a) acts of God, flood, drought, earthquake or other natural disaster;
- b) epidemic or pandemic only where mandatory travel restrictions are imposed pursuant to applicable laws or regulations, directly preventing performance (the mere existence of an epidemic or pandemic without such restrictions shall not constitute Force Majeure);
- c) terrorist attack, civil war, civil commotion, war, threat of or preparation for war, or armed conflict, provided such event directly affects the destination country of the relevant Hotel;
- d) nuclear, chemical or biological contamination;
- e) any law or action taken by a government or public authority which directly prevents performance; or
- f) interruption or failure of essential utility services at the Hotel.

9.5. Exclusions

For the avoidance of doubt, the following shall not constitute a Force Majeure Event:

- a) changes in market demand, booking levels, consumer confidence or travel sentiment;
- b) increased costs of performance or reduced profitability;
- c) airline schedule changes, rerouting or cancellations where reasonable alternative travel options remain available;
- d) the unavailability, limitation or refusal of coverage under any travel or business insurance policy; or
- e) any event which does not directly prevent access to, or operation of, the relevant Hotel.

9.6. Relationship to Cancellations

Unless a valid Force Majeure Event is established strictly in accordance with this Section, cancellation charges shall apply in full in accordance with Section 5 (Cancellations, No Shows and Amendments).

10. Liability and Indemnity

10.1. Limitation of Liability

To the fullest extent permitted by law, the Hotel's total aggregate liability to the Agent arising out of or in connection with any booking or these Partner Terms & Conditions shall be limited to the total accommodation charges actually paid or payable to the Hotel in respect of the relevant booking.

The Hotel shall not be liable for any indirect, consequential or economic loss, including loss of profit, loss of business, loss of goodwill or loss of anticipated savings.

Nothing in these Partner Terms & Conditions shall exclude or limit liability for death or personal injury caused by gross negligence, willful misconduct, fraud, or any liability which cannot be lawfully excluded.

10.2. Agent's Responsibilities

The Agent is responsible for its direct relationship with guests, including the accuracy of itineraries, descriptions, representations and information provided to guests, as well as booking administration and communications with guests.

The Hotel shall not be responsible for any claim, loss or complaint arising from information, advice or representations provided by the Agent or its distribution partners, or from errors or omissions in the Agent's booking administration, save where such claim arises directly from the Hotel's own gross negligence or willful misconduct.

The Agent shall be responsible for ensuring that its distribution partners comply with these Partner Terms & Conditions.

10.3. Agent Indemnity

The Agent shall indemnify and hold harmless the Hotel from and against all claims, losses, liabilities, damages, costs and expenses (including reasonable legal fees) arising out of or in connection with:

- a) any breach of these Partner Terms & Conditions by the Agent or its distribution partners;
- b) any misrepresentation or misleading statement made by the Agent or its distribution partners;
- c) any claim by a guest arising from the Agent's itineraries, marketing, advice or booking administration; or
- d) the Agent's failure to comply with applicable laws or regulations.

10.4. Third-party Services

Where guests participate in excursions, transfers, activities or services not operated directly by the Hotel, such services are provided by independent third parties, and the Hotel shall not be liable for the acts or omissions of such third parties.

11. Data Protection and Confidentiality

11.1. Data Protection Compliance

Each Party shall comply with all applicable data protection and privacy laws in the jurisdiction(s) in which the relevant Hotel is located, including the Kenya Data Protection Act, 2019 and the Rwanda Law Relating to the Protection of Personal Data and Privacy, as applicable.

11.2. Shared Personal Data

The Agent acknowledges that, in the course of making bookings and facilitating guest stays, it will disclose personal data relating to guests to the Hotel and its associated companies, including names, dates of birth, passport or identification details, guest preferences and billing instructions (Shared Personal Data), for the purpose of securing bookings and facilitating guest stays (the Agreed Purpose).

Each Party shall process Shared Personal Data only for the Agreed Purpose and in accordance with the Data Protection Legislation.

11.3. Controller Responsibilities

Each Party shall act as an independent data controller in respect of the Shared Personal Data it processes under these Partner Terms & Conditions and shall be responsible for its own compliance with the Data Protection Legislation.

Each Party warrants that it has in place all necessary notices, consents and lawful bases required to enable the lawful transfer and processing of Shared Personal Data for the Agreed Purpose.

11.4. Data Security and Confidentiality

Each Party shall implement and maintain appropriate technical and organisational measures to protect Shared Personal Data against unauthorised or unlawful processing and against accidental loss, destruction or damage. Shared Personal Data shall not be disclosed to any third party except to employees, contractors or service providers who require access for the Agreed Purpose (Permitted Recipients), and who are subject to confidentiality and data protection obligations no less onerous than those set out in these Partner Terms & Conditions.

11.5. Data Subject Rights and Cooperation

Each Party shall assist the other, to the extent reasonably required, in complying with its obligations under the Data Protection Legislation, including in relation to:

- a) responding to data subject rights requests;
- b) personal data breach notifications; and
- c) communications with the Office of the Data Protection Commissioner or other competent authorities.

Each Party shall promptly notify the other upon becoming aware of any personal data breach relating to Shared Personal Data.

11.6. Retention and Deletion

Upon termination of the relationship, each Party may retain Shared Personal Data only for so long as is necessary to comply with applicable legal, regulatory or accounting obligations, after which such data shall be securely deleted or anonymize in accordance with the Data Protection Legislation.

11.7. Confidentiality

Each Party undertakes to keep confidential all information of a confidential nature relating to the business affairs of the other Party obtained in connection with these Partner Terms & Conditions, and shall not disclose such information to any third party except as required by law or for the proper performance of these Partner Terms & Conditions.

This obligation shall survive termination of the relationship.

12. Termination and Suspension

12.1. Termination for Breach

The Hotel reserves the right to terminate the relationship with immediate effect by written notice if the Agent materially breaches these Partner Terms & Conditions and, where such breach is capable of remedy, fails to remedy the breach within a reasonable period following written notice.

12.2. Termination for Convenience

The Hotel may terminate the relationship at any time upon giving the Agent sixty (60) days' written notice, without prejudice to any other rights it may have.

12.3. Suspension of Performance

Without limiting its termination rights, the Hotel reserves the right to suspend acceptance of new bookings, access to Rack Rates, or access to the Agent Zone with immediate effect where:

- a) the Agent is in breach of these Partner Terms & Conditions;
- b) any payment due to the Hotel is overdue;
- c) the Agent is in breach of the Hotel's onward distribution or publicity requirements; or
- d) the Hotel reasonably believes that continued performance would expose it to financial, operational or reputational risk.

Suspension shall not relieve the Agent of its obligations in respect of existing confirmed bookings, including payment and cancellation obligations.

12.4. Effect of Termination

Termination of the relationship shall not affect:

- a) any confirmed bookings made prior to the effective date of termination, which shall remain subject to these Partner Terms & Conditions;
- b) any rights, remedies or liabilities accrued prior to termination; or
- c) those provisions which by their nature are intended to survive termination, including cancellation charges, limitation of liability, indemnities, confidentiality, data protection and governing law.

12.5. No Waiver

Any failure or delay by the Hotel in exercising its rights under this Section shall not constitute a waiver of those rights.

13. Notices

Any notice required to be given under these Partner Terms & Conditions (Notice) shall be in writing and delivered by hand, courier or email to the addresses last notified by the receiving Party for this purpose.

A Notice shall be deemed received:

- if delivered by hand, at the time of delivery;
- if sent by courier, on the date of confirmed delivery; and
- if sent by email, on the next Business Day after transmission, provided no delivery failure or bounce back notice is received.

Notices sent outside normal business hours shall be deemed received on the next Business Day.

Notices to the Hotel shall be sent to:
Hemingways Hospitality Limited
P. O. Box 146-00502, Nairobi, Kenya
Email: central.reservations@hemingways.co (or such other address as notified in writing)

Notices to the Agent shall be sent to the contact details provided by the Agent or otherwise notified in writing. Routine operational communications (including reservations, booking vouchers, rooming lists and invoices) shall not constitute formal Notice unless expressly stated to be so.

14. Governing Law and Dispute Resolution

14.1. Governing Law

These Partner Terms & Conditions, and any dispute or claim arising out of or in connection with them (including their formation, interpretation or termination), shall be governed by and construed in accordance with the laws of Kenya.

14.2. Amicable Resolution

The Parties shall use reasonable endeavors to resolve amicably any dispute arising out of or in connection with these Partner Terms & Conditions within fifteen (15) days of written notice of the dispute by one Party to the other.

14.3. Arbitration

If the dispute is not resolved amicably within the period set out above, either Party may refer the dispute to arbitration.

The arbitration shall be:

- a) conducted in accordance with the rules of the Chartered Institute of Arbitrators (CIArb), Kenya Branch, as in force at the time of the arbitration;
- b) determined by a single arbitrator, appointed by agreement between the Parties, or failing agreement within ten (10) days, appointed by the Chairperson of CIArb Kenya Branch;
- c) seated and held in Nairobi, Kenya; and
- d) conducted in the English language.

The arbitrator's decision shall be final and binding on the Parties.

14.4. Interim and Injunctive Relief

Nothing in this Section shall prevent either Party from seeking interim, injunctive or conservatory relief from any court of competent jurisdiction where such relief is necessary to protect its rights pending the outcome of arbitration.

14.5. Costs

Unless otherwise determined by the arbitrator, the costs of the arbitration shall be borne equally by the Parties.

