

Terms & Conditions Swahili Sails Dhow Cruises

1. Bookings & Confirmation

All Swahili Sails cruises are **private and inquiry-based**. A booking is only confirmed once availability is confirmed by Swahili Sails and payment instructions have been provided. Swahili Sails reserves the right to decline a booking request at its discretion.

2. Payment

Payment details will be shared upon booking confirmation. Full or partial advance payment may be required to secure the reservation. Prices are quoted in the agreed currency and include only the services explicitly stated at the time of booking.

3. Cancellations & Weather

Dhow cruises are weather-dependent. In the event of unsafe conditions (including strong winds, high tides, or mechanical issues), Swahili Sails may reschedule or cancel a cruise in the interest of guest safety.

- If Swahili Sails cancels due to weather or safety concerns, guests will be offered a reschedule or refund
- Guest-initiated cancellations are subject to the cancellation terms communicated at the time of booking
- No refunds are guaranteed for late arrivals or no-shows

4. Alcohol Consumption

Alcohol may be served on board. Guests consume alcohol **at their own risk** and are expected to behave responsibly. Swahili Sails reserves the right to refuse service or terminate a cruise if guest behaviour compromises safety or crew wellbeing.

5. Safety & Assumption of Risk

By participating in a Swahili Sails cruise, guests acknowledge that activities on and around water involve inherent risks, including but not limited to slipping, seasickness, and weather-related conditions.

Guests agree to:

- Follow all safety instructions provided by the crew
- Assess their own health, swimming ability, and fitness to participate
- Inform the crew of any relevant medical conditions prior to departure

6. Limitation of Liability

To the fullest extent permitted by Kenyan law, Swahili Sails shall not be held liable for:

- Personal injury, illness, or loss of life resulting from participation in the cruise



- Loss or damage to personal belongings, including phones, cameras, or valuables
- Delays, route changes, or cancellations due to weather, tides, or unforeseen circumstances

7. Children

Children are permitted on board only under the supervision and full responsibility of their parent or legal guardian.

8. Photography & Media

Swahili Sails may take photographs or short videos during cruises for promotional purposes. Guests who do not wish to appear in such material should inform the crew in advance.

9. Governing Law

These Terms & Conditions are governed by the laws of **Kenya**. Any disputes shall be subject to the jurisdiction of Kenyan courts.

10. Contact

For questions regarding these Terms & Conditions, please contact:

Swahili Sails
swahili.sails@gmail.com
+254 758566983

Privacy Policy

Swahili Sails collects only the personal information necessary to respond to booking inquiries and provide its services. This may include names, email addresses, phone numbers, and booking details.

- Personal data is used solely for communication and booking purposes
- Data is not sold or shared with third parties
- Information is stored securely and retained only as long as necessary

Guests may request access to or deletion of their personal data by contacting Swahili Sails directly.

