

GENERAL TERMS AND CONDITIONS

PERFECTSTAY.COM IN PARTNERSHIP WITH KENYA AIRWAYS VERSION DATED 14/06/2024

These general terms and conditions govern the sale of Services and Travels made by telephone and on the "KQ Holidays.com" Website within the framework of a partnership between Kenya Airways and PERFECTSTAY.COM. The website is published exclusively by [PERFECTSTAY.COM](https://perfectstay.com), and sales are made on behalf of [PERFECTSTAY.COM](https://perfectstay.com), Simplified Joint Stock Company with share capital of €426,257.

1. Introduction

These general terms and conditions govern the sale of the Services created on behalf of PERFECTSTAY.COM, Simplified Joint Stock Company with share capital of €426,247, and having its registered office at 10 rue de Penthièvre 75008 Paris, registered with the Commercial Register of Paris under number 818 188 385, registered with Atout France (French Tourism Development Agency) under number IM075160071, with the unique VAT number FR 52 818 188 385, and having a financial guarantee subscribed with GROUPAMA ASSURANCE-CREDIT, 8-10 rue d'Astorg, 75008 Paris, covering all territories included within the Services sold on the Website and a civil liability insurance policy purchased from HISCOX EUROPE UNDERWRITING LIMITED, 19 rue Louis Le Grand, 75002 Paris, covering damage caused to third parties due to its activity of selling vacations, travel packages, and tickets.

PERFECTSTAY.COM offers Tourism Services in its name and on behalf of its suppliers.

These general terms and conditions govern the Orders that any Customer may place by telephone or on the Website.

Use of the Website and management of Customers' personal data are governed by the Privacy Policy, which the Customer acknowledges having read and accepted separately.

The terms applicable to all Orders comprise these general terms and conditions, and the special terms and conditions listed in the description of the Service. The contract signed between PERFECTSTAY.COM and the Customer shall be formalized through the confirmation email and its attachments (General Terms and Conditions of Sale, Product Sheet, and Insurance Terms, if the Customer purchases insurance), as well as the travel documents sent to the Customer upon payment in full for the Order.

These general terms and conditions govern the sales of Services reserved starting on the date listed above. For any Order placed before that date, the Customer must refer to the general terms and conditions of sale available in printable format in his/her order confirmation email.

Before any Order or use of the Website, the Customer must have read and accepted these general terms and conditions without reservation.

2. Definitions

"Order:" shall mean any Service reserved by the Customer on the Website or by telephone

"Customer:" shall mean any adult natural person possessing legal capacity or any legal entity accessing the Sales and/or placing an Order. Legal entities who wish to order Services regularly and/or in large quantities are excluded and must contact PERFECTSTAY.COM to sign a general agreement for business travel.

"Email:" contact@perfectstay.com

- "Contact form:"** shall mean the form available at <https://booking.perfectstay.com> allowing the Customer to contact PERFECTSTAY.COM electronically. Once the Contact Form has been completed and submitted, it will be automatically transmitted to the PERFECTSTAY.COM teams. The Customer will receive an email confirmation of receipt including the content of his/her request and indicating the associated reference number. PERFECTSTAY.COM recommends that the Customer keep a copy of the request (electronic or printed copy). If no email confirmation is received, the Customer must contact PERFECTSTAY.COM by Telephone to ensure that his/her request was in fact transmitted.
- "Service:"** shall mean the travel services sold as part of Sales on behalf of PERFECTSTAY.COM and on behalf of its suppliers
- "Sale:"** shall mean a sale of travel Services to which the Customer have access
- "Website:"** shall mean the website published by PERFECTSTAY.COM and accessible at the address: <https://kqhholidays.com>
- "Telephone:"** shall mean (i) for all pre-sale information, the following telephone number: +254 0 800 733 348 and (ii) for all information about an order, the following number: +254 0 800 733 348 and at which PERFECTSTAY.COM may be reached.

From USA, you may use the following number +1 (607) 2082130

3. No right of withdrawal

Once you have made your booking of a package holiday, you will not be entitled to withdraw from the contract unless it is in accordance with these Booking Conditions.

4. Customer contact information

4.1. For sales on the Website

To access and be notified of the Sales presented on the Website, the Customer may be asked to create a user account comprising a login (email address) and password. The Customer shall agree to update his/her user name and password so that PERFECTSTAY.COM is able to contact him/her at any time concerning his/her Orders in progress.

The Customer shall agree to maintain the confidentiality of his/her user name and password and not to disclose them or communicate them to any third party. PERFECTSTAY.COM may not be held liable for any consequences stemming from the fraudulent or malicious use of the user name and password due to the Customer's fault or negligence.

4.2. For sales by telephone

For any order placed by telephone or in a partner agency, the Customer must communicate an email address and telephone number to PERFECTSTAY.COM. The Customer shall agree to contact PERFECTSTAY.COM in the event of any change to his/her contact information so that PERFECTSTAY.COM is able to contact him/her at any time concerning his/her Orders in progress.

5. Order

The Customer shall place the Order on behalf of all travelers being registered. Therefore, the Customer shall guarantee that he/she has all powers to represent all persons registered on the Order and that they are able to make the trip being ordered.

To place an Order, the Customer must have an email address and must have a means of

printing the travel documents that will be sent to him/her once the Order has been paid for in full.

The Customer may be asked to communicate all of the following information for each traveler he/she represents: last name, first name, date of birth, passport information (number, issue date, expiration date), nationality, and any other relevant information requested by PERFECTSTAY.COM'S suppliers. The Customer must ensure that the information he/she provides is scrupulously identical to that listed on the travelers' identification documents and on any other documents required for the trip (visa, forms, etc.). Additionally, the Customer must ensure that the email address submitted is correct and operational as it will be required for receiving various information and documents to be used for making the trip. The Customer shall be solely liable for any error and its consequences.

In general, PERFECTSTAY.COM shall not be liable for reservation errors attributed to the Customer or that are caused by extraordinary and inevitable circumstances or Force Majeure event.

The Customer may inform PERFECTSTAY.COM of any special requirements. PERFECTSTAY.COM shall make its best effort to meet these requests but cannot in any case guarantee acceptance or execution.

Availability of the Services may vary in real time, and the Customer's Order may not be confirmed until payment has been made.

For Orders placed on the Website, the Services offered on the Website shall be valid as long as they remain online and unless explicit notice is given stating that all available spots have been filled. The Website shall describe the various steps to follow for electronically signing the contract. In all cases, before confirming the Order, the Customer will be given the opportunity to identify and correct any data-entry errors committed.

It should also be noted that, before placing any order, the Customer must seek information on any potential local events such as carnivals, religious festivals, national festivals, holidays, or other events that might affect the smooth operation of the Services.

6. Price for the Services

6.1. General provisions

The price for the Services is listed in Kenyan Shillings or US Dollars, including VAT, for each Sale. The price shown first is an estimated price per person based on two adults staying in a double room for hotels and flights + hotels, and price per lodging for residences.

Prices are shown in Kenyan Shillings or US Dollars including all taxes, but excluding administrative fees of 3500 KES or 27 USD per Order.

The administrative fees shall be the Customer's flat-rate share of PERFECTSTAY.COM's costs for processing the Order.

Occasionally, the administrative fee may be offered. In such case, the administrative fee is shown as 'free' on the website. While the administrative fee may be waived during such promotional offer for online bookings, the administrative fee may still apply for bookings placed by phone through our customer service.

Depending upon the Sale, the Customer may add various options of his/her choice to the base Service. The price shall include all Services described, with the understanding that the Customer's personal expenditures are not included and shall remain his/her responsibility (options selected on site, telephone toll charges, beverages when not included, etc.).

For Hotel Services, reserving a room other than a double room shall be an option for a fee.

Tourism or travel taxes vary by destination and are not included in the price displayed. They will be collected locally by the lodging service providers.

The Customer has also been notified that some additional taxes or fees related to the

selected Service may be imposed by the authorities in some countries and are not included in the price of the Service. Unless otherwise mentioned in the description of the Services, the Order price shall not include the following:

- Insurance
- Paid activities
- Communication on site (telephone, Wi-Fi, etc.)
- Extras not included in the Service (meals, beverages, excursions, tours, etc.)
- Administrative formalities (visas, overseas travel authorization for minors, etc.)
- Actions related to mandatory formalities (medical treatments, vaccines, etc.)
- Tips.

PERFECTSTAY.COM draws the Customer's attention to the fact that errors may affect the price of the Service. In compliance with applicable regulations, PERFECTSTAY.COM shall reserve the right to cancel any Order if a display or technical error makes the price of the Order clearly ruinous or cut-rate.

Unless otherwise mentioned in the description of the Services, the price of travel packages including air travel shall not include the following:

- Exit taxes sometimes required that must be paid on site upon checking in for the return flight
- Travel between airports
- Excess baggage fees
- Transfers (trip between the airport and lodging)
- The trips to the departure airport and from the arrival airport to the Customer's final destination
- Airport parking fees.

6.2 Price revision before the start of the travel or stay

6.2.1 After confirmation of the Order but before departure, the price of the Service may be changed in relation to increases or decreases in

- The cost of transporting passengers, due to prices for fuel or other energy sources. The cost of fuel is expressed in US Dollars. This change will then be divided in proportion to its share in the calculation of the share of the price of transport for the reserved trip (the reference index is the Jet Kerosene Cargoes Cif NWE with a rate confirmed on 10/31/2016)
- The rates for taxes and duties on the travel services included in the Order, imposed by a third party not participating directly in the execution of the contract, including tourist taxes, landing or takeoff fees, and disembarkation fees at ports and airports
- The Dollar/Euro currency exchange rate applied to the trip or vacation. The reference Dollar/Euro currency exchange rate used to establish the price shall be the rate in effect three months before the Order date.

Such changes shall only be added to the price of the Service in proportion to their share of the total price of the Service.

6.2.2. In the event of a price increase of less than 8%, PERFECTSTAY.COM will notify the Customer of this in writing at least 20 days before the start of the trip or stay, and PERFECTSTAY.COM will apply the increase to the Order price. PERFECTSTAY.COM will then contact the Customer to indicate the steps to take to make the additional payment.

In the event of a price increase of more than 8%, PERFECTSTAY.COM will notify the Customer of this in writing at least 20 days before the start of the trip or stay, and the Customer shall be free to cancel the Order in accordance with the following terms. PERFECTSTAY.COM will communicate a reasonable final deadline to the Customer in relation to the status of the

Order (in particular, the departure date and deadlines imposed by the suppliers) for notifying PERFECTSTAY.COM of his/her decision via the Contact Form. In the event of cancellation, PERFECTSTAY.COM will reimburse the Customer for all sums paid. If the Customer does not respond by the established deadline, the Order shall be considered confirmed by the Customer, and the Customer shall owe the additional cost. PERFECTSTAY.COM will then contact the Customer to indicate the steps to take to make the additional payment.

6.2.3 In the event of a price decrease, the Customer shall have the right to a price reduction corresponding to any decrease in the costs mentioned in article 6.2.1 that occurs after confirmation of the Order and before the start of the travel or stay. PERFECTSTAY.COM may deduct any actual administrative expenses it incurs for this reimbursement.

6.3. Lodging Prices - special terms and conditions

Prices for Services including lodging are calculated in number of nights and not in full days on site. Unless otherwise mentioned in the description of the Service, a night shall mean the provision of lodging between 5:00 pm at the latest and 10:00 am the next day at the earliest.

Prices for Hotel Services shall be presented based on a double room. They shall not include any additional fees for individual rooms or triple, quadruple, or family rooms.

Prices for residence Services shall be presented as prices per lodging. Unless otherwise mentioned in the description of the Service, residential lodging shall not include any traditional hotel services, and shall consist simply of the provision of lodging. No service such as 24/7 reception, room service, bar, restaurant, laundry, etc. shall be included.

7. Payment terms

7.1. Means of payment

Orders must be paid for online on the Website, or by telephone. The Customer will be notified of the means of payment accepted by PERFECTSTAY.COM by the reservation advisor, are always displayed at the bottom of the page on the Website, and shall be summarized on the payment page for online orders.

The Customer shall guarantee that he/she is fully authorized to use the means of payment to pay for his/her Order, and that these means of payment will enable him/her to pay the price of the Order, in accordance with the selected payment terms.

The Customer's approval for payment, formalized by sending the information required to use the selected means and terms of payment shall be irrevocable, and the Customer shall agree not to oppose payment outside the cases identified by applicable regulations (especially, loss, theft, or fraudulent use of the means of payment).

7.2. Payment terms

7.2.1 Payment in full for the Order

Customers who select this option shall agree to have all funds necessary for payment in full for their Orders at the time of reservation.

However, if the means of payment used by the Customer do not allow PERFECTSTAY.COM to debit the total amount of the Order (for example, weekly expenditure limit reached), the Customer shall pay a down payment.

The Order shall be considered accepted, and PERFECTSTAY.COM will confirm the reservation with the suppliers. By exception, the Customer shall have 48 hours to pay the remaining balance due. Otherwise, the Customer's Order shall be considered to be canceled at the Customer's initiative in accordance with the terms set out in Article 13.3, which, in particular, include the application of cancellation fees.

7.2.2 Payment of a down-payment of 50% of the Order

If available, Customers who select this option shall agree to have all funds necessary for full payment of the down payment at the time of reservation.

PERFECTSTAY.COM shall debit the balance of the Order 30 days before departure.

If the Customer cancels the Order before the start of the travel or stay, the consequences described in Article 13.3 below shall apply, including the debit of cancellation fees.

7.2.3 Payment in 4 installments by Bank Card

In some cases, PERFECTSTAY.COM may offer a financing solution through a partner allowing payment for the Order in 4 installments by bank card.

However, this payment method shall only apply to certain Orders placed on the Website, and shall not apply to all types of bank cards. It shall be subject to the partner's terms and conditions set out on the Website.

7.2.4 Verification procedure

PERFECTSTAY.COM works to prevent fraud by unauthorized bank card payment, in particular by using the 3DSecure technology. Additionally, PERFECTSTAY.COM may ask the Customer for certain information to ensure the regularity of the payment.

PERFECTSTAY.COM will contact the Customer by email or telephone. If the Customer does not reply, his/her Order shall not be recorded, and his/her account will not be debited.

7.2.5 Storage of bank account information

PERFECTSTAY.COM does not store the bank account information communicated as part of the transaction. A third-party service provider manages bank account information using the PCI DSS standard.

8. Remittance of travel documents and information

After approval of the Order, PERFECTSTAY.COM will send the Customer a contract confirmation email, comprising a summary of the Order, these general terms and conditions, and a description of the Service, available in printable format, as well as the documents required to make the trip or stay (electronic airplane ticket, voucher to present to the service provider on site, etc.) in a separate email after payment in full for the Order and in good time before the start of the travel.

This email will contain airport meeting times for Orders including air travel and vouchers for other services (lodging, transfers, excursions, etc.). Therefore, the Customer must print these and keep them with him/her during the trip.

In the event of errors by the Customer in his/her contact information, especially the email address provided or the spelling of the first and last names of the trip participants, PERFECTSTAY.COM may not be held liable for any failure to receive the travel documents or any consequences stemming from this.

In the description of the Services attached in printable form to the confirmation email (Product Sheet), PERFECTSTAY.COM will provide information on the name, address, and telephone number for the local PERFECTSTAY.COM representative, or local bodies able to help the Customer in the event of difficulties (embassy or consulate), or a telephone number to be called to reach the vendor in an emergency.

9. Terms and conditions applicable to lodging

Unless otherwise mentioned in the description of the Service, a night shall mean the provision of lodging between 5:00 pm at the latest and 10:00 am the next day at the earliest. Failure to comply with these limitations may lead to the application of an additional fee to be paid by the Customer.

The essential characteristics of the lodgings will be described on the Website or by telephone before the Customer places the order and will be summarized in the confirmation email. The classifications assigned to each lodging correspond to local standards in the country where the lodging is located and may differ from COUNTRY standards.

In general and unless otherwise mentioned in the description of the Service, room categories meet the following criteria:

- Single room: they are equipped for a single person (single bed) and are generally less comfortable and less well situated than the other rooms.
- Double room: these are rooms equipped with a double bed or two single beds.
- Triple room: these are double rooms in which an extra single bed is added. The dimensions of this bed may be smaller than standard size.
- Quadruple room: these are double rooms in which two extra single beds are added. The dimensions of these beds may be smaller than standard size.
- Family room: these are double rooms that can accommodate three or four standard sized beds.

10. Terms and conditions applicable to flights

- 10.1.** At the time of consultation and selection of Services, the Customer may consult the various flights proposed. The identification of the airline will always be known to the Customer at the time of the Order and cannot be changed later.
- 10.2.** Airport security instructions require that travelers be present early enough to complete all necessary formalities. Therefore, PERFECTSTAY.COM recommends that travelers arrive to check in at least three hours before departure time for international flights and at least two hours before departure time for domestic flights.
For some travelers traveling under special conditions (over-sized baggage, travelers with reduced mobility, etc.) the Customer must contact the airline for information on precise check-in and boarding conditions.
- 10.3.** If the Customer and/or a traveler included in the Order is not present for boarding the outgoing flight, the airline will automatically cancel their return flight without possibility of any reimbursement. However, the traveler may nevertheless benefit from the rest of the Services included in his/her Order and may request reimbursement for any individual taxes and fees identified as such in the ticket price which are owed for actual passenger boarding (identified most often as QW and QX). The Customer may request reimbursement from the carrier or PERFECTSTAY.COM by sending a letter to the following address: PERFECTSTAY.COM, 6 rue Ménars 75002 Paris. The Customer will be invoiced for fees equal to 20% of the amount reimbursed.
- 10.4.** At least 72 hours before the return flight, the Customer and every person on behalf of whom he/she placed the Order must confirm their flight with the airline or with the local representative mentioned in the confirmation email. At that time, the departure times will be confirmed. Otherwise, the airline may assign the seat to another traveler. The Customer's attention is drawn to this mandatory procedure.
- 10.5.** The Customer has been notified that out of concern for passenger safety (congested airspace, maintenance, etc.), airlines may be forced to change the initial flight conditions (schedules, airport, stopovers, etc.). Similarly, departure and arrival airports, while serving the same city, may be different.
Travelers are strongly advised to plan a flexible agenda the day before departure and the day after arrival.

So-called "direct" flights are those with a single flight number, but which may include stopovers. Additionally, connecting flights imply a change of aircraft during the trip.

- 10.6.** Each airline has its own baggage policy. The details for the Customer's Order are mentioned in the flight description. As a general rule, the maximum amount allowed in the baggage compartment is one bag weighing a maximum of 20 kilograms per passenger on regular flights, and 15 kilograms on low-cost and charter flights. Each passenger may also have a carry-on bag meeting the size and weight limits set by the airline and described in the flight description.

Excess baggage may be allowed for an additional fee to be paid directly to the airline, and this fee is often lower if an excess baggage reservation is made in advance. For safety reasons, certain items are prohibited on board aircraft, both in the baggage compartment and in the cabin. A list of these items is provided in the terms and conditions set by the airline, specified in the flight description and in the confirmation email. The Customer is also invited to consult the website of the International Air Transport Association (IATA) and Kenya Airways by copying the following link into his/her internet browser:

<https://www.iata.org/en/programs/ops-infra/baggage/check-bag/>

<https://www.kenya-airways.com/en-us/plan/baggage-information/baggage-restrictions/>

If these items are present in passenger baggage, they will be immediately confiscated, and boarding may be refused.

- 10.7.** In the event of a dispute over lost or damaged baggage, Customers are strongly advised to contact the airline first, at the airport, to report the problem. The airline is only liable for compensation as set out in international conventions.
- 10.8.** Children under the age of two years on the date of the flight shall travel on the lap of their guardian, and will not be assigned a seat. Unaccompanied children under the age of 15 shall not be allowed to board.
- 10.9.** Airlines set their own rules for pregnant women. Some may require pregnant passengers to produce a medical certificate attesting to their capacity for air travel. Before placing an order, pregnant women should consult their physician and alert PERFECTSTAY.COM to notify it of this.
- 10.10.** Any transportation of persons requiring special assistance (reduced mobility or assistance) must notify the airline of this at least 48 hours before the date of the trip in question.

11. Terms and conditions applicable to other services

11.1.Meals

Details on Meal Services are provided in their description and summarized in the confirmation email. The information in the description is limiting and anything that is not mentioned shall constitute additional consumption, to be paid for by the Customer.

Unless otherwise mentioned in the description of the Service:

- Half board includes breakfast and one meal per day (either dinner or lunch), not including beverages. The plan starts with breakfast following the first night and ends with breakfast following the last night
- Full board comprises all breakfasts, lunches, and dinners, not including beverages. The plan starts with dinner on the first night and ends with breakfast following the last night
- "All inclusive" comprises all breakfasts, lunches, and dinners, as well as beverages. Certain consumption hours may be established.

In some countries, the water available locally is not potable, and Customers must purchase their own bottles of mineral water.

11.2. Activities and leisure on site

Some lodging proposes leisure or pleasure activities available to the Customer and travelers included in the Order on site. The Customer and travelers accompanying him/her must behave prudently as part of these leisure or pleasure activities and be especially vigilant, in particular in monitoring children.

Activities not included in the Services purchased and for which the Customer must pay directly on site are not part of the Order, and PERFECTSTAY.COM may not be held liable for them in any way whatsoever.

Tours, excursions, and activities offered by PERFECTSTAY.COM or other travel service providers may be organized in a foreign language. Information about the language in which the services are provided is available on the Website before any confirmation of the Order.

11.3. Sports activities and treatments

For any Order for a Service that includes sports activities, therapies, or treatments provided (spa, thalassotherapy, balneotherapy, etc.), the Customer must verify the physical condition of each traveler before placing the order. To do this, each person may be required to submit a medical certificate attesting to the fact that their health condition is compatible with the activities in question.

PERFECTSTAY.COM may not be held liable for any decision by the service provider on site to refuse access to sports activities or treatments because of the traveler's health condition.

12. Administrative and health formalities

12.1. Scope of application

This article 12 summarizes the general formalities to be carried out by Kenya nationals and shall apply unless otherwise mentioned on the Service description or on the Web page devoted to administrative and health formalities. Additionally, the Customer is invited to consult the advice and information provided on official websites such as the ministry of foreign affairs of their country or embassies and consulates of their destination country.

These websites should be consulted before placing the Order, but the Customer is also advised to consult them regularly until the departure date for any changes that may occur. The Customer may also consult various websites that summarize visa formalities such as <https://www.kenya-airways.com/en/plan/travel-information/travel-requirements/>. The time required to obtain a visa varies depending upon the destination. The approximate maximum time for obtaining a visa is 1 month This is general and approximate information and does not apply to all visas.

The Customer should remember that he/she must complete all procedures related to administrative and health formalities and that he/she shall be responsible for paying any potential related costs in addition to the price of the Services.

Administrative and health formalities may vary depending upon the Travelers' nationality and/or country of residence.

If the Customer or one of the travelers is not a Kenyan citizen, he/she must contact PERFECTSTAY.COM by Telephone or through the Contact Form (both described in article 2) before placing any order so that PERFECTSTAY.COM can provide him/her with the pre-contractual information appropriate for his/her nationality or country of residence.

12.2. Administrative formalities

Only a valid identification document will be accepted for travel (national identification card or passport). A passport is required for travel outside Kenya. Some countries require additional formalities, especially that the passport be valid for a period of six months beyond the return date, that the traveler have a round trip ticket, that he/she be able to prove that he/she has sufficient funds, or that he/she has purchased assistance/repatriation insurance.

A visa must be obtained for certain destinations. Details on the formalities to be completed are available in the description of the Services and by destination country on the Ministry of Foreign Affairs website of their Citizenship or at the embassies or consulates of their destination country. PERFECTSTAY.COM recommends that the Customer visit that website regularly as regulations may change between the Order date and departure date.

To travel, minor children must have their own identification document issued in their name. PERFECTSTAY.COM does not allow Orders to be placed for minors not accompanied by a parent or another authorized adult. If a child is traveling without being accompanied by both his/her parents, does not have the same name or is accompanied by a third party, some countries or airlines may ask for presentation of authorization to leave the territory. Therefore, out of caution, this document should be obtained for any trip by a minor not accompanied by both parents.

12.3. Health formalities

Before any Order, travelers are strongly advised to consult their doctor and dentist to ensure that their health condition is compatible with the planned trip.

Recommended or mandatory health formalities differ depending upon the destination, and details by country may be consulted at the embassies or consulates of their destination country. above. For some destinations, Destination Countries authorities may recommend purchasing an insurance policy covering medical expenses and repatriation for health reasons.

PERFECTSTAY.COM recommends that travelers anticipate vaccination formalities to avoid stock outages and to have vaccinations completed at least three weeks before the departure date.

The Customer and travelers he/she represents must bring all medications they may need with them.

13. Changes and cancelation

13.1.Changes or cancelation by PERFECTSTAY.COM

In accordance with applicable regulations, PERFECTSTAY.COM may unilaterally change the pre-contractual information communicated to the Customer before signature of the Order. In such cases, PERFECTSTAY.COM will communicate the changes to the Customer in a clear, comprehensible, apparent manner.

PERFECTSTAY.COM may also make minor changes to the clauses of the contract after signature of the Order. PERFECTSTAY.COM will then notify the Customer of this in a clear, comprehensible manner through a durable medium.

Before the Customer's departure, if PERFECTSTAY.COM (i) is forced to change one of the essential components of the Order, or (ii) in the event of a price increase of more than 8%, PERFECTSTAY.COM shall notify the customer of this, and the Customer may accept the proposed change or terminate the Order at no cost under the terms specified in the applicable regulations.

PERFECTSTAY.COM may cancel the Order if it is prevented from executing the Order due to extraordinary, inevitable circumstances. In such a case, the Customer will be notified of the cancellation of the Order as soon as possible before the start of the travel or stay, and the Customer will be reimbursed for all payments made, without additional compensation.

13.2. Customer Changes to the Order

- Change to a Ground Service (lodging, transfer, activities, etc.)

Once the Order has been confirmed, changes to Ground Services are no longer possible.

- Change to an Air Transport Service

Once the Order has been confirmed, the Customer must make any request to change Transport Services with PERFECTSTAY.COM by telephone.

The desired change will be made in accordance with the carrier(s)' terms in relation to the ticket type reserved by the Customer (for example: non-changeable, changeable with or without fees).

PERFECTSTAY.COM shall apply a processing fee of 3 500KES or 27 USD for any change, in addition to any fees that may be charged by the suppliers.

If the Customer has purchased an individual insurance policy allowing him/her to change the Order, he/she must contact the insurance company in question, which shall be solely responsible for managing the request, to the exclusion of PERFECTSTAY.COM.

13.3. Customer Cancellation of the Order

13.3.1. The Customer may cancel the Order at any time before the start of the travel or stay, subject to payment of the cancellation fees calculated in relation to the cost savings and income earned by making the Services available again.

Any Customer request for cancellation must be made through the Contact Form. If the Customer is reimbursed, PERFECTSTAY.COM will apply lump-sum cancellation processing fees of 3500 KES or 27 USD, to be withheld from the sums reimbursed to the Customer. In any case, the customer is notified that the administrative fees associated with the Order and any insurance purchased are never reimbursed.

- Cancellation of a Ground Service (lodging, transfer, activities, etc.)

PERFECTSTAY.COM draws the Customer's attention to the fact that the flash sale model offering extraordinary reductions implies that any sales made are firm and non-reimbursable by PERFECTSTAY.COM's suppliers. Thus, PERFECTSTAY.COM will not save any expenses due to a Customer Order cancellation, and no income can be earned, as the Services cannot be made available again.

Therefore, any cancellation of a Ground Service shall be subject to fees of 100% of the amount of the Service.

- Cancellation of an Air Transport Service

Cancellation fees are calculated in accordance with the carrier(s)' terms in relation to the ticket type reserved by the Customer (for example, non-changeable and non-reimbursable, changeable with a fee, or changeable and reimbursable).

In any case, all individual taxes and duties posted as such in the price of the travel document which must be paid before actual embarkation of the passenger (most often identified as QW and QX) will be reimbursed to the Customer.

13.3.2. The Customer shall have the right to cancel the Order before the start of the travel or stay without paying any cancellation fee if extraordinary, inevitable circumstances occurring at the destination or in immediate proximity to it have major consequences on the execution of the Order or on the transport of passengers to the destination. In such a case, the Customer shall have the right to full reimbursement of all payments made but no right to additional compensation.

13.3.3. If the Customer purchased special insurance enabling him/her to cancel his/her Order, he/she must contact the insurance company in question, which shall be solely responsible for managing the request, to the exclusion of PERFECTSTAY.COM. In any case, the Customer is informed that insurance premiums are never reimbursed.

14. Transfer of the Order

For any transfer of the Order, it is recommended that the Customer ask PERFECTSTAY.COM in advance about any potential fees, and if possible, 20 days before the departure date, to give time for PERFECTSTAY.COM to ask the suppliers.

The Customer may freely transfer the Order to any third party that meets the same conditions as he/she does to complete the trip or vacation, provided he/she notifies PERFECTSTAY.COM by registered letter with advice of delivery and by email at least seven days before the departure date and pays any potential additional fees incurred by the transfer.

The Customer and person to whom he/she transfers the Order shall be jointly and severally liable to PERFECTSTAY.COM and its suppliers for payment of the price and any potential additional fees, duties, or other costs incurred by the transfer, including PERFECTSTAY.COM's administrative fee of 4200 KES or 32 USD.

15. Agreement on proof

For Orders on the Website, acceptance of these General Terms and Conditions and the entry of Customer data, especially information related to the means of payment required to pay for the Order, shall constitute an electronic signature implying the Customer's consent to receive the Order and pay for it on his/her behalf and on behalf of all beneficiaries of the Order participating in the trip.

For Orders placed by telephone, the contract is formed by acceptance of the Order with the operator and communication by the Customer of the information required for payment. Approval is given by the Customer on his/her behalf and on behalf of all beneficiaries of the Order participating in the trip.

It shall be understood that the data stored in the PERFECTSTAY.COM information system and/or that of its partners or suppliers shall have probative value and may be produced by PERFECTSTAY.COM as evidence related to the Orders and the obligations stemming from them.

16. Customer Assistance by PERFECTSTAY.COM

16.1. The general information on the fact that the Services are or are not adapted for persons with reduced mobility is available on the Website, from the partner agencies, or by telephone. By request from the Customer, specific information about the suitability of the Services for his/her needs may be provided by Telephone (numbers described in Article 2).

16.2. In the event of difficulty during travel or the stay, the Customer must contact PERFECTSTAY.COM by Telephone or through the Contact Form (the details of which are specified in Article 2).

PERFECTSTAY.COM shall provide appropriate assistance to the Customer as soon as possible in light of the circumstances in the case. In particular, the assistance provided by PERFECTSTAY.COM shall consist of providing useful information on health services, local authorities, and consular assistance; and in helping the Customer make long-distance calls and find other travel services.

PERFECTSTAY.COM shall bill a reasonable price for this assistance if the difficulty is caused intentionally by the traveler or through his/her negligence.

17. Liability

As agent PERFECTSTAY.COM accepts no responsibility for the acts or omissions of the principal(s) or supplier(s) or for the Services provided by them. The principal's(s') or supplier's (s') Terms & Conditions will apply to Customer booking and PERFECTSTAY.COM advise you to read these carefully as they do contain important information about Customer booking.

In the event of a dispute, any damages claimed by the Customer and travelers shall be limited to the sum of any monies paid to PERFECTSTAY.COM, except in cases of bodily injury or damage caused intentionally or through negligence.

PERFECTSTAY.COM liability to the Customer will also be limited in accordance with and/or in an identical manner to:

i) the contractual terms of the companies that provide the travel services that make up your package.

These are incorporated into this booking; and

ii) any relevant international conventions (for example, the Montreal Convention for travel by air, the Athens Convention for travel by sea, the Berne Convention for travel by rail and the Paris Convention for accommodation), which limit the amount of compensation that the Customer can claim for death, injury, delay to passengers and loss, damage and delay to luggage. PERFECTSTAY.COM are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions..

18. Claims / Non-compliance

The Customer must report any claims concerning the Order or Services, or in the event any non-conformities are observed during performance of the Services included within the Order, in writing if possible, to the service providers involved on site and to PERFECTSTAY.COM as soon as possible in light of the circumstances of the case. The claim must mention the order number and include scanned copies of supporting documentation (tickets, invoices, attestation of undelivered services, etc.). The claim may be made through the Contact Form.

The Customer's attention is drawn to the specificity of claims related to baggage damaged or lost during airline flights. To be able to process the claim, the Customer must contact the airline first, at the airport, to report the problem encountered.

PERFECTSTAY.COM shall attempt to respond to the Customer's request as soon as possible, and in any case in compliance with applicable regulations.

19. Contact

To reserve his or her trip or vacation, or obtain information before making a reservation, the Customer may call PERFECTSTAY.COM by Telephone or through the Contact Form (the details of which are specified in Article 2).

For any questions concerning existing reservations, the Customer may contact PERFECTSTAY.COM by Telephone, through the Contact Form (the details of which are specified in Article 2), or by Email.

20. Applicable law

Except in the event of more favorable laws in the consumer's habitual country of residence, France law shall apply to the relationship between PERFECTSTAY.COM and the Customer.