

1. Liability

Please note that your booking is accepted on the understanding that you come on the holiday entirely on your own risk due to the fact that there are certain inherent dangers involved with adventure travel. We assume no responsibility whatsoever for any event over which we have no control.

Kigezi Tours and Travel Agency purchases transportation, hotel accommodations, restaurant services and other services from various independent suppliers that are not subject to its control.

Kigezi Tours and Travel Agency. cannot therefore be liable for any death, personal injury, personal illness, loss or damage to a person or property or other loss that may occur due to any act or omission of any such supplier, or by reason of any other event over which it has no control. Each of these companies are independent corporations with their own management and is not subject to the control of Kigezi Tours and Travel Agency.

Kigezi Tours and Travel Agency is not responsible for acts of nature, fire, acts of governments or other authorities, wars, civil disturbances, riots, terrorist acts, strikes, thefts, pilferage, epidemics, quarantines, dangers, incidents to sea, land and air travel, and other similar acts or incidents beyond its ability to control.

KIGEZI TOURS is the marketing name of KIGEZI TOURS AND TRAVEL AGENCY LTD, an organization or/company or /firm registered in Uganda. Additionally, the following terms: client, traveller, participant, visitor, member, travel volunteer and traveler all refer to you, as the guest.

2. Medical Information and Insurance

Participation on a safari or tour to Africa requires that you be in generally good health. All guests must understand that while a high level of fitness is not required, a measure of physical activity is involved in all African safaris and tours.

It is a requirement when booking your holiday with Kigezi Tours that you arrange personal travel insurance, which is valid and effective. Persons not fit for long trips due to any reasons are advised not to participate in such rigorous travel programs. Reasons like severe heart disease, chronic illness, physical handicap, advanced pregnancy or mental illness etc.

It is a condition of booking that the sole responsibility lies with the guest to ensure that they carry the correct comprehensive travel and medical insurance to cover themselves, as well as any dependants and traveling

companions for the duration of their tour to Africa. This insurance should include coverage in respect of, but not limited to, the following eventualities: cancellation or curtailment of the safari, emergency evacuation expenses, medical expenses, repatriation expenses, damage, theft or loss of personal baggage, money and goods. Kigezi Tours, including their representatives, employees and agents will take no responsibility for any costs, losses incurred or suffered by the guest, or guest's dependants or travelling companions, with regards to, but not limited to, any of the above mentioned eventualities.

Anti-malaria precautions should be taken, and these are the sole responsibility of the client. Any required inoculations must be recorded by the client's health practitioner on a valid vaccination certificate, which the client must carry in his/her possession throughout the tour. Kigezi Tours will not assume responsibility for the accuracy of any medical information. You should consult your doctor or pharmacist for up to date requirements and personal recommendations. By forwarding the tour deposit and/or the booking form to Kigezi Tours, the guest certifies that he/she does not knowingly have any physical or other conditions of disability that would create a risk for him/her or other tour participants.

3. Reservations and payment

The person making any booking with Kigezi Tours and Travel Agency Ltd., warrants that he or she has authority to enter into a contract on behalf of all other persons included in such a booking and in the event of the failure of any or all of the other persons so included to make payment, the person making the booking shall thereof assume personal liability for the total price of all bookings made by him/her.

Upon confirmation of your tour with us, you must email the booking form back to us, which confirms that you agree to our terms and conditions. Upon receipt of your booking filled, you must effect a payment in advance of 30% of the total tour/trip price [plus 100% for the gorilla permits in case the trip includes gorilla tracking]. The balance of the trip/safari price is due not later than 30 days prior to trip departure. Unless on prior confirmation by management the balance (which must be not more than 60%) of the price has to be paid on arrival in Uganda/Rwanda/Kenya. The payment to our company account also confirms that you agree to our terms and conditions.

Bookings made within 40 days before arrival must be fully paid at the time of confirmation.

If payment is not received in accordance with the above, with Kigezi Tours and Travel Agency Ltd has the right to cancel the booking.

When sending payment by WIRE TRANSFER OR PAY PAL, it must be sent at least before 30 days prior to start of trip. All prices are quoted in US \$dollars or Euros €.

4. Payments methods Accepted

- Wire Transfer
- Pay pal

- Cash

5. Currency fluctuation

In order to keep our tour rates as low as possible, we do not build into the price an allowance to cover possible increases from currency fluctuations. Therefore, as currencies do fluctuate constantly around the world, it may be necessary for us to raise the tour cost, at any time before final payment, if there is exceptional cost increases beyond our control. An increase in the tour price shall not be sufficient grounds for any refund of fees already paid for the tour.

6. Airfares and delays

Please note that Kigezi Tours and Travel Ltd. cannot be held liable for any delays or additional costs incurred as a result of airlines not running to schedule. Kigezi Tours and Travel Ltd. is not responsible for any airline schedule or airfare changes, cancellations, overbooking or damage or loss of baggage and property. Any and all claims for any loss or injury suffered on any airline must be made directly with the airline involved and not with Kigezi Tours and Travel Ltd. Air schedule changes may necessitate additional nights being added to your tour. These schedule changes are beyond the control of Kigezi Tours and Travel Ltd. and any resulting additional costs must be borne by the guest.

7. Changes of itinerary and /or accommodations

while we will do our very best to provide the holiday arrangements that have been confirmed, but it should be noted that the Kigezi Tours may be obliged to occasionally change routes and camps on safaris as dictated by changing conditions. Conditions may include; seasonal rainfall on bush tracks, airfields and in game areas, by game migrations from one region to another, or airline or other booking problems beyond control, etc. Kigezi Tours and Travel Agency shall not be held responsible for such itinerary changes as discussed above. Kigezi Tours and Travel Agency shall not be held

responsible for a refund either in the whole or part, if any accommodation or excursion is unavailable and a reasonable alternative is found. If the guest is unable to use any service provided in the itinerary, then there are no refunds due.

Kigezi Tours reserves the right to change and/or re-adjust the travel plan/itinerary, transportation, accommodation and services indicated in the itinerary in the event of unforeseen circumstances before trip departure.

8. Wild Animals

Going on safari may take you into close contact with wild animals. Attacks by wild animals are rare, but no safari into the African wilderness can guarantee that this will not occur. Kigezi Tours and Travel Ltd cannot be held responsible for any injury or incident on the safari. Most of the safari camps are not fenced, so the wildlife does move freely in and around the camps. Always follow the safety instructions from the camp's staff with regards to moving to and from your tent, lodge or banda and while on game activities throughout your safari.

9. Passports and Visa

It is on the guest to ensure that passports and visas are valid for the countries they plan to visit. Kigezi Tours cannot be held liable for any visas and/or passports, which are invalid or not held by the guests, nor for the cost of any passports or visas.

10 Age limits

Please consult with us for the specific age policies at the camps on your itinerary. If anyone misrepresents their age, our partners reserve the right to terminate the tour without refund. Kigezi Tours Cannot be held responsible for any refund in this situation. Kigezi Tours will not discriminate against any individual because of race, religion, sex, sexual preference or nationality.

11. Cancellation and refund

11.1.

Cancellations are only effective upon Kigezi Tours and Travel Agency receipt of written notification, signed by the client.

The following cancellation fees will apply If cancellation is made:

- 90 days and above to trip date, 20% cancellation fee is applied.
- 89 - 60 days to trip date, 30% cancellation fee is applied.
- 59 - 31 days to trip date, 40% cancellation fee is applied.
- 30 - 21 days to trip date, 70% cancellation fee is applied.
- 20 - 0 days to trip departure, No refund. The payment will be forfeited as it will have been used to make reservations for your trip.

11.2.

Gorilla permits are 100% Non refundable as this is a direct policy from the Uganda Wildlife Authority / Rwanda Wildlife Authority (ORTPN).

11.3.

Kigezi Tours and Travel, Agency shall not be held responsible for occurrences such as strikes, wars, acts of God, acts of government or any other cause whatsoever that may make operation of the tour impossible, illegal or inadvisable.

11.4.

No refunds will be made for any unused services, late arrival or no-show of any of the members of the tour.

12. Complaints

Kigezi Tours and Travel Agency shall try to ensure that the company exceeds your expectations in every area of the tour arrangements. However, suggestions are very much appreciated in order to keep improving the quality of the service.

Complaints must be reported immediately to the Kigezi Tours and Travel Agency representative and to the supplier of the service in question, who will do their best to resolve the matter. If the problem is not solved to the client's satisfaction the complaint should be reported in written form and not later than 30 days after completion of the tour.

Liability for any complaints not notified in accordance with the above described procedure can not be accepted.

13. Change of Guide

If a private guide is unable to lead a pre-scheduled safari due to illness, etc., Kigezi Tours and its partners reserve the right to substitute with another guide.

14. Not included: (varies by itinerary)

Insurance to cover for cancellation and curtailment, medical, baggage, money, and emergency evacuation; beverages in certain areas; personal laundry at certain camps; gratuities to guides, paddlers and to camp staff; any excursion not related to the safari; optional meals in towns and cities.

15. Guest Representation and Consent

The person making any booking with Kigezi Tours, warrants that he or she has authority to enter into a contract on behalf of all other persons included in such a booking and in the event of the failure of any or all of the other persons so included to make payment, the person making the booking shall by his/her signature thereof assume personal liability for the total price of all bookings made by him/her.

The payment of the deposit or any other partial payment for a reservation on a tour constitutes consent by all guests covered by that payment to all provisions of the Terms and Conditions contained herein whether the guest has signed the booking form or not. The terms, under which you agree to take these tours, cannot be changed or amended except in writing signed by an authorized representative of Kigezi Tours and Travel Agency Ltd

16. Responsibilities

Trip members have certain responsibilities to Kigezi Tours and Travel Ltd. and to other trip members: trip members are responsible for understanding the conditions implied in our Terms and Conditions and trip itinerary, and selecting a trip which is appropriate.

17. Emails

It sometimes happens that an e-mail does not reach us, as it gets lost on the internet somewhere. If you did not receive a reply within 2 days, we advise you to resend your e-mail.