

## GENERAL TERMS & CONDITIONS

### **GENERAL:**

Concord International Travel Bureau Ltd, is running its tour operations under the name of "Magic Safaris" and is incorporated in Uganda. Called here after, "the company". The company is a full member of AUTO (Association of Uganda Tour Operators) and provides safari services in Uganda and Rwanda, and by specific arrangement, in other neighbouring countries. The provision of our services is subject to the company's General Terms and Conditions set out below, which clients/agents should read carefully as they set out the respective obligations of the company and clients/agents and form together with the booking confirmation and the safari programme the basis of the contract between the two parties. By accepting the company's booking confirmation, the client/agent confirms acceptance of these terms and conditions. Clients must accept that conditions in Africa are not the same as those in developed countries and standards of service, medical facilities, safety and security may be lower than those in their home countries. They should also be fit and healthy before travel.

### **QUOTATIONS/OPTIONS/BOOKINGS/CHANGES:**

All quotations are valid for a period of 30 days. The company will hold an option (provisional booking) for a period of 7 days. If a client/agent needs a longer time he will inform the company accordingly. The company reserves the right to refuse a longer option. No option can be given regarding gorilla permits and airfare quotes are estimates only and are subject to change until the ticket is issued. Once a client/agent agrees on the quotation/offer the company will issue a " booking confirmation" and send it by e-mail to the client/agent together with the General Terms and Conditions and an inscription form. The booking confirmation will show all details of the safari agreed on including price, payment terms and bank references. Client/agent should ensure all facts are clear and forward all remarks within a delay of 72 hours. After this delay the booking confirmation will be considered as accepted and the booking made. The client/agent will forward the inscription form by mail/fax/e-mail together with a copy of the passports of the participants. Alterations to bookings can be made by mutual agreement and will be assessed by penalties imposed on us by our suppliers (hotels, lodges, gorilla permits, etc).

### **PAYMENT/PAYMENTS FORMS/CANCELLATIONS:**

Payments are made to Concord International Travel Bureau Ltd by a bank to bank wire transfer. Client/agent will respect the payment terms and forward a non-refundable deposit as agreed. The balance is due 45 days before departure unless otherwise specified. If the booking is made within 45 days of departure the full amount must be paid at the time of booking. The safari must be fully prepaid otherwise the services booked will not be provided. The company reserves the right to cancel a booking at any time when the deposit/balance has not been paid within the delays indicated by the booking confirmation. All cancellations will be notified in writing. If the client/agent wishes to cancel a tour, the following cancellation fees will apply:

- More than 45 days before departure loss of deposit.
- Between 45 days and 15 days loss of 50 % of the tour price.
- Less than 15 days loss of the full amount of the tour price.

The company will not cancel a tour or other travel arrangement once the client has paid in full unless a group does not have the minimum required participants or for any other adverse beyond the control of the company (Force Majeure). In the event of any cancellation the company will inform the clients without delay and will make every effort to offer a comparable alternative.

### **GORILLA PERMITS:**

The client/agent acknowledges that gorilla permits have to be booked and paid long time in advance and that they are subject to the following rules. On receipt of payment the company books permits for gorilla tracking in the relevant National Park as agreed with the client/agent at the time of booking. The company will purchase the gorilla permits immediately during the next working day and send a confirmation to the client within 24 hours. As per Uganda Wildlife Authority the client/agent needs to forward the passports of participants. Every extra gorilla permit asked by the client is subject to the same rules. Gorilla permits are non-refundable unless refunds are made available by the relevant authority. If refunds are made available by the relevant authority, the company shall pass them on to the client/agent, after having received the funds. Getting a gorilla permit is not a guarantee of seeing gorillas as local conditions sometimes mean that access to the gorillas is made impossible at short notice. The company cannot be held responsible or liable for any circumstance that might lead to gorilla viewing being cancelled, whether it is closure of the National Park or borders; absence of the gorillas; security changes. In this event refunds are at the discretion of the relevant authority and not within the company's control. Clients should be fit and healthy when undertaking the gorilla trekking.

### **INSURANCE:**

All clients must have an adequate insurance for the duration of the tour. Such insurance should fully cover death, personal injury, medical expenses, repatriation in the event of accident or illness or death, cancellation or curtailment of the tour and loss of, damage to, or theft of the clients' personal property. Activities with a greater inherent risk, such as mountaineering, animal tracking on foot, white-water rafting should be covered. The company will not be held responsible or liable in any circumstances if the client is not properly insured. Theft, personal injury or any disruption to arrangements should be reported immediately to the company and where necessary to the nearest police station.

### **TRAVEL DOCUMENTS & HEALTH CERTIFICATES.**

Every passenger must be in possession of a current passport valid for at least six months from the date of departure, round-trip airline ticket, and have adequate funds for the duration of the stay. Obtaining a passport and health certificate with the required inoculations is the responsibility of the passenger/agent. Details of visa/health requirements will be given at the time of reservation.

**SAFARI TERMS:**

The safari services agreed with the client/agent will be provided, except in the event of unforeseen circumstances, such as road closures, bad weather, problems with national parks or hotels, security considerations. In such cases the itinerary may be changed, at the discretion of the company, clients informed and alternative arrangements made as circumstances permit. Prices INCLUDE airport transfers; accommodation as stated ; meals as stated; the services of an English-speaking driver/tour guide and a safari vehicle; portorage of two items of baggage per person; boat trips; park fees; gorilla and chimpanzee permits where appropriate. Prices EXCLUDE all items of a personal nature such as entry visas, tips, telephone calls, laundry, gifts, airport taxes and all drinks. On safari the prices cover full board unless otherwise stated.

**TRANSPORTATION:**

Although every effort is made to ensure that vehicles provided for the specific itinerary agreed are provided in a roadworthy condition, no liability can be accepted for breakdown, or any damage or delay resulting as a consequence. In the event of a breakdown, the company will endeavour to provide a replacement vehicle as soon as it is practical. The company's Guides are instructed to follow the company's code of conduct for Guides , which clients must not ask Guides to break in any way. In the event that a Guide does not follow the code the client is asked to inform the company's head office immediately. Company vehicles must only be driven by the company's Guide whose decision on all matters, such as the route taken, is final. The client will be liable for any damage caused to a vehicle by any interference by him with the vehicle, including legal costs.

**AIR TRANSPORTATION:**

Carriage by air is subject to terms and conditions of the carrier with whom the client is travelling and to international conventions which may limit liability. The issuance and acceptance of tickets and documents shall be deemed to be consent to the terms and conditions of the carrier.

**FORCE MAJEURE:**

The company cannot accept responsibility or pay any compensation where the performance or prompt performance of its contractual obligations is prevented or affected by any event which the company or the supplier of the service(s) in question could not, with all due care, foresee or avoid. Such events may include war or threat of war, riots, civil strife, border closures, unexpected government acts, terrorist activity, industrial disputes, natural or nuclear disaster, extreme weather conditions, fire, technical and/or mechanical problems to transport, road closures, disease and all other similar events outside of the company's control.

**COMPLAINTS:**

Any complaints must be reported immediately to the guide or to the immediate line manager of the company available, who will do his best to resolve any problem. In the event that if the problem is not resolved satisfactorily, a written report should be submitted to the Tour manager in Kampala. Complaints not specifically reported while on holiday or made after twenty eight days after the completion of the holiday cannot be entertained. The company regrets it cannot accept any liability for any complaints not notified in accordance with this procedure.

**LIABILITY:**

The company will make every reasonable effort to ensure that (a) all component parts of the holiday that are booked with it are supplied to a reasonable standard; and (b) its employees, agents, suppliers and sub-contractors exercise due care in carrying out the company's obligations under the contract. Subject to the clause relating to "Force Majeure" above and these terms and conditions generally and provided that complaints are duly notified to us in accordance with the procedure set out above, the company's liability to clients in respect of complaints (except where death, personal injury or illness results, which is dealt with below) is limited to an amount equal to the cost paid by the client for the services, save that any liability for loss or damage to luggage or personal possessions (including money) will be compensated to a maximum of US\$30 on the basis that the client is assumed to have taken out adequate insurance cover in respect of such losses at the time of booking. By embarking on his or her tour, clients accept and consent to taking personal responsibility for the risks of death, injury or illness caused by the animal or insect life of the destinations which the company or its agents, having exercised all due care could not prevent or avoid. Subject to these terms and conditions, the company accepts responsibility should any client suffer death, personal injury or illness as a result of any failure to perform or improper performance of the contract by any of our employees, agents, suppliers or sub-contractors (provided they were at the time carrying out work authorised by it) except in the following situations. The company will not be liable where any failure to perform or improper performance was due to: (i) the acts or omissions of a third party not connected with the provision of the holiday under the contract and which were unforeseeable or unavoidable; (ii) an event which the company or the supplier of the relevant services could not have foreseen or avoided even with all due care. Any claim must be notified to us in accordance with the complaints procedure set out above. Any person to whom any payment is made (and their parent or guardian if that person is a minor) must assign to the company and the company's insurers any rights they may have to pursue any third party in connection with the claim and provide all necessary assistance to the company and our insurers that be reasonably required.

**JURISDICTION:**

The company is incorporated in the Republic of Uganda and it operates under the laws of Uganda. All contracts with clients or agents and matters arising out of such contracts will be governed by the laws of Uganda.

**ACCURACY OF INFORMATION:**

The descriptions, information and opinions given by the company in respect of national parks, animal sightings, accommodation, itineraries, gorilla permits, security are given in good faith, based on the latest information available to the company. The company cannot accept any responsibility or liability for any errors or omissions.

Concord Int'l Travel Bureau Ltd.  
Kampala, 1st of August 2004.