



Booking Terms and Conditions

Africa Nziza Odysseys Limited services are subject to our Terms and Conditions, which should be read carefully as they govern the contractual relationship with the company.

1. GENERAL

(a) **Africa Nziza Odysseys** organizes safaris in **Kenya, Rwanda, Tanzania, Uganda, Zimbabwe** and other neighboring countries. These booking terms and conditions will apply to all bookings and will govern your relationship with **Africa Nziza Odysseys**. Please read them carefully before you book. Your contract is with **Africa Nziza Odysseys**, registered in Uganda, whose registered office is in Kampala.

(b) In these terms and conditions, “you” means all persons named on the booking (including anyone who is added or substituted at a later date) and “we” and “us” means **Africa Nziza Odysseys**. These terms are amended from time to time due to changing circumstances; the terms at the times of booking are the terms that are valid.

(c) Conditions in Africa are not the same as those in developed countries and standards of service, medical facilities, safety and security may often be lower than those in your home countries.

2. THE CONTRACT

(a) You must be 18 years old at the time of booking and possess the legal capacity and authority to enter into a legally binding contract and accept these Booking Conditions as binding on the Booking Group. Minors must be accompanied by an adult. You are the only person able to make changes, amendments and cancellations and are responsible to provide the correct information relating to every person in the Booking Group and provide all information relating to the Booking (including any changes to it) to all persons in the Booking Group. All Holidays and any other services are subject to availability at the time of booking. All money paid to our authorised Travel Agent for any Booking for which we issue a Confirmation Invoice shall be treated as having been paid to us.

(b) Once your Booking is made and the correct deposit received, we will send you a confirmation invoice whereupon a contract for the arrangements specified in that confirmation Invoice will come into existence between you and us. If we are unable to confirm some of the arrangements comprised in your Holiday straight away, we may still issue a Confirmation Invoice but a contract for arrangements that have not been confirmed will only be made when we have sent you written confirmation that those arrangements have been confirmed. If there is any change to your Booking before the Confirmation Invoice is issued, we will notify you promptly of any new or changed details, including a change to the total price (if any). If any detail on the Confirmation Invoice is not correct, please tell us or your Travel Agent immediately. If there is an obvious error on the Confirmation

Invoice we reserve the right to correct it as soon as we become aware of it, but we will aim to do this within 7 days of issuing the Confirmation Invoice or, if your departure is within 7 days, no later than 24 hours before you go. If any of these changes are not acceptable then you will be entitled to a full refund. The Confirmation Invoice shall detail the total cost due, sums already paid and reconfirming the date any balance is due to be paid prior to departure. If we or your Travel Agent have not received any sums due by the due date as specified in our Confirmation Invoice, we reserve the right to treat your Booking as cancelled by you. Failure to pay the deposit or any other sum due will result in the deposit being forfeited by way of cancellation charges.

3. WEBSITE USE TERMS AND CONDITIONS

(a) Although **Africa Nziza Odysseys** endeavors to provide accurate, up-to-date and truthful information on this site, neither **Africa Nziza Odysseys** nor any of its employees, agents and associates make any representations or give any warranties, whether expressly, tacitly or implied, as to the operation of the site, the information, content, materials and products included and available from this site.

(b) **Africa Nziza Odysseys**, its employees, agents and associates will not be liable for any damage of whatsoever nature arising or resulting from the use of or inability to use this site or the information contained hereon, including but not limited to direct, indirect, incidental, punitive and consequential damage.

(c) **Africa Nziza Odysseys** will treat all personal information you give us as strictly confidential and no personal information will be made available to third parties, unless obliged to do so by law or legal process. We will take reasonable steps to preserve the security of any transmission from you but we accept no liability of any kind for the interception or 'hacking' of any data through our website by unauthorized third parties.

(d) This website may contain links to other websites ("Linked websites"). Those links are provided for convenience only and may not remain current or be maintained. We are not responsible for the content or privacy practices associated with Linked Websites. Our links with Linked Websites should not be construed as an endorsement, approval or recommendation by use of the owners or operators of those linked websites, or of any information, graphics, materials, products or services referred to or contained on those Linked Websites including further links contained on those Linked Websites, unless, and to the extent expressly stipulated to the contrary.

4. ACCURACY OF INFORMATION

The descriptions, information and opinions given by us in respect of national parks, animal sightings, accommodation, itineraries, gorilla permits and security are given in good faith, based on the latest information available to us. Every care has been taken to ensure the accuracy of the information provided. We cannot accept any responsibility or liability for any errors or omissions caused by matters beyond our control.

5. TRAVEL DOCUMENTS

(a) You must be in possession of a valid passport, visas, permits and certificates as may be required for the tour. It is your sole responsibility to make sure that you have all necessary visas, health requirements for your entire journey, including transit visas where required. We do not accept responsibility for changes in regulations for visas or any particular requirements for visas and will not be held responsible for your failure to obtain the necessary visas.

(b) It is your sole responsibility to book for and pay for any flights.

(c) Any information and advice given by us on visas, vaccinations, climate, clothing, baggage, flights and anything else that is not a service that we contract to provide, is given in good faith but without any liability or responsibility.

6. CANCELLATIONS BY US

(a) It is very uncommon for Africa Nziza Odysseys to cancel confirmed bookings as we take much effort to avoid it even though we have the right to do so if conditions dictate. Your confirmed holiday shall not be cancelled less than a month before departure unless you fail to make all the required payments on time or we are compelled to do so as a result of unforeseeable circumstances beyond our control. If we cancel your holiday (except where you have failed to make payment or as a result of force majeure), the company will give you another option of purchasing an alternative trip from us of similar standards to that originally booked if available. And if the chosen alternative is less expensive than your earlier booked tour, we shall refund the difference but if it is more expensive, we shall ask you to top up.

(b) On the other hand, you have a right to get a full refund of all money you have paid to us save that paid for Gorilla or Chimpanzee permits. Except where we cancel for reasons other than those mentioned in this clause, we shall have no additional liability to you. We regret we cannot pay any expenses, costs or losses incurred as a result of any cancellation.

(c) If we cancel for a reason that is not mentioned in this clause, we shall pay a maximum compensation of \$100 depending on the circumstances.

7. RISK

At all times the decision of the tour leader or representative will be final on all matters likely to endanger the safety and well being of the tour. You must at all times strictly comply with all laws, customs, foreign exchange and drug regulations. Should you fail to do so then you may be ordered to leave the tour without any refund and without any legal claim against us.

8. YOUR BEHAVIOUR

If we or any other person in authority is of the reasonable opinion that you are behaving in such a way as to cause or be likely to cause danger or upset to any other person (including our staff or agents) or damage to property, or could be disruptive or is/are suffering from a contagious disease, we will be entitled to terminate your Holiday. You will not be allowed to proceed with your travel

arrangements and/or will be required to leave the accommodation or other service and we will have no further responsibility to you. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination. You will be responsible for making full payment for any damage or loss caused by you or any member of your Booking Group during your time away. Payment must be made direct at the time to the service supplier concerned, failing which you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full costs and expenses including legal costs) as a result of your actions or those of any member of your Booking group.

9. CANCELLATIONS BY YOU

(a) Depositing money to us is an indication of readiness to make use of the tour and travel arrangements and accommodation we reserve on your behalf. Should you or any member of your booking cancel your holiday, you must do so in writing. A cancellation is not effective until we receive a copy of your written notice. All cancellations are subject to a certain charge based on estimated losses properly calculated as follows;

- If you cancel your trip 91 days to departure, 20% is forfeited.
- 61 days to 90 days, 30% of the safari cost is forfeited.
- 40 days to 60 days 60% of tour cost is forfeited.
- 16 days to 39 days, 80% of the safari cost is forfeited.
- .Cancellations done two weeks (14 days) to the trip date, 100% of the safari cost is forfeited.

(b) If a refund is made to a customer arising from a cancellation, amendment or error by the customer, **Africa Nziza Odysseys** reserves the right to charge the customer any bank or credit card service provider charges incurred.

10. COMPLAINTS

Complaints must be reported immediately to our representative and to the supplier of the service(s) in question, who will do their best to resolve any problem. If you remain dissatisfied, a written report should be submitted to the Safari Manager in Kampala as soon as possible after the incident and not later than 28 days after completion of your holiday, to enable us to investigate them fully. Regrettably, liability for any complaints not notified in accordance with this procedure cannot be accepted.

11. FORCE MAJEURE

Regrettably, we cannot accept any responsibility or pay reimbursements where the proper performance of our obligations is affected by any incident which we or the supplier of the service(s) in question could not prevent or keep away from. Such incidents may take the form of war or threat of war, riots, civil strife, border closures, unforeseen government acts, terrorist activity, industrial disputes, natural or nuclear disaster, excessive weather conditions, fire, technical or mechanical problems to transport, road closures, disease and all related events beyond our power. We acquire transportation, hotel accommodations, lodge facilities, restaurant services, medical evacuation services and other services from various independent suppliers that are not subject to our control. We cannot therefore, be liable for any death, personal injury, property damage 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 we have no power.

12. PRIMATE PERMITS

(a) Only when payment has been received can permits for gorilla tracking in the relevant National Park be purchased. Getting a gorilla and/or chimpanzee permit is not a guarantee of seeing a gorilla and/or chimpanzee. Local conditions sometimes mean that access to the gorillas is made impossible at short notice.

(b) We are unable to accept liability for any circumstance that might lead to gorilla and/or chimpanzee viewing being cancelled, whether it is closure of the National Park or borders; absence of the gorillas and/or chimpanzees; security changes. Refunds are at the discretion of the relevant authority and we cannot accept liability for them.

(c) There is no refund for gorilla permits because this is a direct policy by the Uganda Wildlife authority (UWA).

13. TRAVEL INSURANCE

At the time of booking, you need to indicate that you have an appropriate insurance, infants and children included, for the type of holiday being taken with us. That insurance should fully cover death, personal injury, medical expenses, repatriation in the event of accident or illness or death, cancellation or curtailment of the holiday by either side and loss of, damage to, or theft of the clients' personal property. Activities with a greater inherent risk like mountaineering hikes, Balloon tours, animal tracking on foot and white-water rafting, Walking tours, Chimpanzee and gorilla tracking plus Canoe and boat riding should be covered. Please be aware that your personal safety cannot be guaranteed and that you participate in such activities at your own risk and that the company takes no liability for your safety.

14. JURISDICTION

Africa Nziza Odysseys is incorporated in the Republic of Uganda and it operates under the laws of Uganda. Therefore, your contract with it and matters arising out of it will be governed by the laws of Uganda. Please note that it is the laws and regulations of the country in which services are provided which apply to your holiday arrangements and not those of your home country.

15. LIABILITY

a) We shall make every reasonable effort to ensure that (a) all component parts of the holiday are supplied as described in the brochure and to a reasonable standard; and (b) our employees, agents, suppliers and sub-contractors exercise due care in carrying out our obligations under the contract. We accept responsibility for what our employees, agents, suppliers and sub-contractors do or do not do (provided they were at the time carrying out work authorized by us).

b) Compliance by us or our suppliers with any applicable regulatory requirements will be proper performance of our, and our suppliers' obligations. You must show that reasonable skill and care has not been used if you wish to make any claim.

c) We shall not be liable to you where the cause of the failure in your Package or any death or personal injury you may suffer is not due to any fault on our part or that of our servants, agents or suppliers because it is either attributable to you or any member of your Booking Group, or

attributable to someone unconnected with your Package and is unforeseeable or unavoidable; or because the failure is due to unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or due to an event which neither we, nor our servants, agents or suppliers could have foreseen or forestalled.

d) You must assist us in recovering from any third party any sum which may compensate us for any sums we pay you. In particular, you are obliged to assign to us any rights that you may have against any other person whose acts or omissions have caused or contributed to our legal liability to pay you compensation. You must also provide us with all assistance we may reasonably require. Finally, you must follow the procedures for the notification of complaints

e) If you or any member of your party suffers during your Package any difficulty through misadventure as a result of any activity which does not form part of your Package, we will offer you prompt assistance. All assistance (financial or otherwise) is subject to our reasonable discretion to you notifying us that you require such assistance within 30 days of the incident. If you are entitled to have any costs and expenses arising from such an incident met by or from any insurance policy or if you obtain a costs order against anyone in relation to the incident, you must repay to us the costs and expenses we spend in assisting you.

f) The maximum amount will only be payable where the person affected has derived no benefit from the holiday and none of the services contracted have been provided. 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 you are assumed to have taken out adequate insurance cover in respect of such losses at the time of booking.

g) Notwithstanding anything to the contrary elsewhere in these Booking Conditions, we shall not in any circumstances be liable to you or any member of your Booking Group for any loss or anticipated loss of profit, loss of revenue, loss of use, loss of contract or other opportunity (whether direct, indirect or consequential) nor for any consequential, incidental or indirect loss or damage of any kind whatsoever.

h) If any part of your holiday is not provided as advertised and to a reasonable standard, we shall pay you appropriate compensation if your enjoyment of the holiday has been affected and you have followed the complaints procedure set out in these terms and conditions. This acceptance of responsibility is subject to the clause relating to "Force Majeure" above and these Terms and Conditions generally. Our maximum liability in respect of complaints (except where death, personal injury or illness results, or where claims relate to loss or damage to possessions or luggage, which are dealt with below) is limited to an amount equal to the cost paid by or on behalf of the person affected for the relevant services.

i) We will take all due care to prevent your death, injury or illness being caused by the animal or insect life of the destinations. It is your responsibility to take proper medical and practical

precautions in this regard. Subject to these Terms and Conditions, we accept responsibility should you or any of your party 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 authorized by us) except in the following situations.

j) We 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 we 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.

k) Any person to whom any payment is made (and their parent or guardian if that person is a minor) must assign to us and our insurers any rights they may have to pursue any third party in connection with the claim and provide all necessary assistance to us and our insurers that be reasonably required.

16. QUOTATIONS/BOOKINGS/PRICES

a) The prices we advertise are correct at the date of publication. We reserve the right to change or correct errors in both advertised and confirmed prices (both before and after the Confirmation Invoice has been issued)

b) Please ensure that the quotation given with details of number of clients, dates, accommodation, transportation, permits, park fees and all other services to be provided is clear and accurate before confirming the booking in writing. All references to quotations in writing shall include reference to correspondence by electronic mail. The price of your chosen holiday will be confirmed at the time of booking. We reserve the right to correct errors in both advertised and confirmed prices and will do so as soon as we become aware of any such error.

c) Once the price of your holiday has been confirmed, subject to the correction of errors, a surcharge will only be payable if transportation costs, taxes, accommodation costs or gorilla permits increase in total to over 2% of the holiday price. If you are required to pay more than 10% of the original holiday price, you will be entitled to cancel your holiday with the full refund of all the money paid to us except fees paid for gorilla permits. Should you decide to cancel under these provisions, you must exercise your right to do so within 14 days of notification to you of the surcharge. We reserve the right to increase or decrease the prices of unsold holidays at any time.

17. PAYMENT

At the time of booking you must confirm acceptance of these terms and conditions and pay a deposit of 30% of the price of your holiday including fees for gorilla permits. If written acceptance is not received from you, we shall assume acceptance of the Terms and Conditions. The balance must be paid in full not later than 45 days before departure. Bookings made within 30 days of departure must be paid in full at the time of booking. All monies you pay to one of our authorized agents for your holiday with us will be held by the agent on our behalf until it is paid to us or refunded to you.

18. SAFARI TERMS

Prices comprise of airport transfers; accommodation; meals as stated; the services of a driver/guide and a safari vehicle; portage of two items of baggage per person; boat trips; park fees; gorilla and chimpanzee permits where appropriate. Prices leave out airfares, entry visas, airport taxes and gratuities as well as personal expenditure such as drinks and laundry. In Arusha, Dare es Salaam, Entebbe, Harare, Kampala, Nairobi, Kigali and major cities within Kenya, Tanzania or Zimbabwe the prices include bed and breakfast only. On the safari, the prices cover full board. The company reserves the right to vary the safari services agreed with the client in the event of unanticipated conditions, such as road closures, bad weather, problems with national parks or hotels, security considerations, natural disasters and many more. In such cases alternative arrangements will be made as circumstances permit.

19. TRANSPORTATION

Every effort is made to ensure that vehicles are provided in a roadworthy condition but no liability can be accepted for breakdown, or any damage or delay. Our guides are instructed to follow our code of conduct for Guides (available on request), which you must not ask them to break in any way. In the event that a Guide does not follow the code, please inform the Safari Manager in Kampala. Company vehicles must only be driven by the company's guide whose decision on all matters, such as the route taken, is final. You will be liable for any damage caused to a vehicle by any interference by you with the vehicle, including legal costs.

20. DELIBERATE EXECUTION

Your deposit to **Africa Nziza Odysseys** certifies that you have carefully read and thoroughly understood the contents of the Terms and Conditions, especially those regarding cancellation and refund policies, limitation of liability and responsibility accepted by trip participants. On the advance of a deposit to **Africa Nziza Odysseys**, the depositor, his or her family and heirs agree to be bound by the above Terms and Conditions.