



Afromania Tours & Travel Ltd.

GENERAL TERMS AND CONDITIONS:

Please read the Terms and Conditions and the Travel Notes carefully as together they set out our respective obligations and form the basis of your contract with us. In these terms and conditions, “you” means all persons named on the booking (including anyone who is added or substituted later) and “we” and “us” means Afromania Tours & Travel Limited. These terms are amended from time to time due to changing circumstances; the terms at the time of booking are the terms that are valid. 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. 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.

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 in writing 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.

The 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, 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 Afromania Tours & Travel Limited by a bank-to-bank wire transfer. The client/agent will respect the payment terms and forward a non-refundable deposit as agreed.

PAYMENT

At the time of booking, you must confirm acceptance of these terms and conditions and pay a deposit of 20% of the price of your holiday including fees for gorilla permits plus any insurance premium (terms for gorilla permits on request, if applicable.) 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.



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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 authorised 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.

Afromania Tours & Travel Limited recognises the convenience of quick secure online payment. Our merchant account allows credit card, debit card and mobile wallet payments with ease. Payment details; Please make all transfers in favor of "AFROMANIA TOURS AND TRAVELS LIMITED" Account Number: 9030024814474, Stanbic Bank Uganda, SWIFT:SBICUGKX, Correspondent Bank on request OR We also accept Online payment attracting 3.5 % credit card charges excluding bank charges.

SAFARI TERMS

Prices include airport transfers; accommodation; meals as stated; the services of an English- speaking driver/guide and a safari vehicle; porterage of two items of baggage per person; rescue cover, 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. In the capital or on arrival/departure, the prices include bed and breakfast only unless requested. On safari the prices cover full board. The company reserves the right to vary the safari services agreed with the client in the event of unforeseen circumstances, such as road closures, bad weather, problems with national parks or hotels, security considerations. In such cases alternative arrangements will be made as circumstances permit.

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. If a Guide does not follow the code, please inform the Safari Manager in Kampala on Tel. 0760518219/0752068747. 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.

CANCELLATIONS BY US

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:

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. If the chosen



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alternative is less expensive than your original holiday we shall refund the difference but if it is more expensive, we shall ask you to pay the difference. Alternatively, you are entitled to a full refund of all monies you have paid to us except that paid for gorilla permits which can only be refunded if the refund has been made available to us. Except where we cancel for reasons other than those mentioned in this clause, we shall have no further liability to you. We regret we cannot pay any expenses, costs or losses incurred because of any cancellation.

Or alternatively, you may RESCHEDULE your trip to a date that is convenient to you and shall be issued with a credit note. 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.

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.

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.

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 passport details 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.

We are unable to accept liability 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. Refunds are at



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the discretion of the relevant authority and we cannot accept liability for them. We shall use our maximum efforts to obtain a refund and if a refund is paid by the relevant authority, we shall pass it on to the client.

Clients should be fit and healthy when undertaking the gorilla trekking.

TRAVEL 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.

JURISDICTION

The principal company is incorporated in the Republic of Uganda and it operates under the laws of Uganda. Your contract with us and matters arising out of it will be governed by the laws of Uganda

LIABILITY

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 authorised by us). 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



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amount equal to the cost paid by or on behalf of the person affected for the relevant services. 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.

Flying Doctor Service/ AMREF

In the unlikely event of an emergency, with the Critical Incident Management service, if you have taken the Rescue Cover option, you have immediate access to a team of specialist doctors and facilitators who manage incidents are managed facilitate the handling of complex evacuations through Flying Doctor Service

However, you are expected to have taken out adequate insurance cover in respect of such losses at the time of booking. 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 therefore your responsibility to take proper medical and practical precautions. Medical advice should be sought well before travelling.

Subject to these Terms and Conditions, we accept responsibility should you or any of your party suffer death, personal injury or illness because 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 us) except in the following situations. 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. 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.

QUOTATIONS/BOOKINGS/PRICES

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.

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 (excluding insurance premiums). 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 for any premium paid for insurance and 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.



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SPECIAL DIETARY REQUEST

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Please give notice of special dietary requests, allergies or due to religion before your visit.

PHYSICAL OR HEALTH CONDITIONS

In case of physical or health conditions that we need to be aware of please give notice or contact of your G.P in advance, next of kin , employer or person(s).



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