



Rosamy Africa Safaris Tours & Travel Ltd

Located In Najjanankumbi along Entebbe Road

Najja shopping center

P.O.BOX 183262, Kampala

Web: www.africasafaristours.com

Terms & Conditions

Please take time to read the terms and conditions of Rosamy Africa Safaris Tours & Travel Ltd, confirming a Safari with Rosamy Africa Safaris Tours & Travel Ltd assumes that you have read, fully understand, and accepted the terms and conditions described below.

If you have any questions, please do not hesitate to contact us

1. Booking

1.1 Rosamy Africa Safaris & Travels Ltd provides transportation, accommodation bookings, car hiring, package and luggage delivery services, and others in cooperation with independent suppliers.

1.2 All information detailed in client itineraries is given to the best of Rosamy Africa Safaris Tours & Travel's knowledge and based on the latest information available. We cannot be liable for modified information from third parties, nor for any obvious typing errors.

1.3 To reserve gorilla permits, we need: your full name as they appears in your passport, your nationality and passport number.

1.4 Before confirming a safari, the client must inform Rosamy Africa Safaris & Travel Ltd of any preferences and special requests of the participants; e.g. medical needs, diet, requirements relating to disabilities, and any other requirements. Rosamy Africa Safaris Tours & Travel Ltd will meet the requests if possible.

1.5 All packages are subject to availability and not guaranteed until confirmed. Many lodges and hotels offered by Rosamy Africa Safaris & Travel Ltd have limited capacity, and therefore, it is essential to make reservations well in advance of your planned trip.

1.6 In the event that you wish to amend your reservation in any way, Rosamy Africa Tours & Travel Ltd will make the preferred adjustment where practicable and possible and confirm accordingly. Rosamy Africa Safaris reserves the right to charge an amendment fee relative to the actual costs, which will be added to the total invoice.

1.7 Rosamy Africa Safaris reserves the right to change and re-adjust the tour schedule, transportation, accommodation, and services indicated in the itinerary in the event of unforeseen circumstances before arrival. Any changes to the itinerary will be communicated to the client as soon as possible.

2. Rates

2.1 The prices quoted for the various safaris are as per the itinerary and include the following services, unless stated otherwise: overnight in hotels, guesthouses, tents or lodges, all meals as indicated, sightseeing as detailed in the itinerary, park entrance fees and ranger fees, airport transfers where applicable, ground transportation, English speaking driver/guides and bottled mineral water in the vehicle.

2.2 Expenses that are not covered: international and domestic air fares, visa and passports, meals not mentioned in the itinerary, drinks other than the mineral water provided in the vehicle, tips and gratuities for the guides and accommodation staff, laundry, travel insurance and other items of a personal nature.

2.3 Prices on the website or quoted to our clients are subject to change without notice and are not guaranteed until confirmed in writing.

2.4 Rosamy Africa Safaris reserves the right to adjust prices at any time should there be any fluctuation in the exchange rate or increase in the cost of any element of the tour. The company will, however, make every effort to minimize any increases.

3. During a Tour

3.1 It is a privilege to see animals in their natural habitat and as such, we cannot guarantee wildlife or game viewing. You must take caution when viewing the animals and carefully follow the instructions given by either the tour guide or wildlife rangers.

3.2 A gorilla or chimpanzee permit guarantees clients will be able to track the primates in question, but does not guarantee that the animals will be in plain sight.

3.3 Accommodation is based on a twin- or double-bedded room, tent or Banda, with private bathroom where possible. Single rooms may be available with the payment of a supplement fee , but availability cannot always be guaranteed.

3.4 Rosamy Africa Safaris reserves the right to substitute equivalent or superior hotels. If a hotel of equivalent standard is not available, Pamoja may substitute the next best quality hotel or suggest a superior standard accommodation (extra charges may apply).

3.5 The mode of transport used will be dependent on the number of clients and the route taken, based on the specifications of the chosen itinerary. Every effort is made to ensure that vehicles are provided in a roadworthy condition, but no liability can be accepted for a puncture. breakdown, damage, or any delay as a result of the poor road conditions.

3.6 Experienced English-speaking drivers/guides are a key part of your tour. They are the only person(s) allowed to drive Rosamy Africa Safaris Tours. The driver's decision on all matters, such as the route taken, is final.

3.7 Rosamy Africa Safaris reserves the right to alter any route or arrangement, to cancel the operation of any scheduled tour or vary the safari services in any way in the event of unforeseen circumstances, such as road closures, bad weather, problems with national parks or hotels and security considerations. In such cases, alternative arrangements will be made as circumstances permit.

3.8 Rosamy Africa Safaris reserves the right to employ subcontractors to carry out all or part of The services agreed to be supplied.

3.9 Rosamy Africa Safaris reserves the right to refuse any person from participating or

continuing any tour if, in Rosamy's opinion or in the opinion of any other person in authority, the person concerned behaves in such a way as to cause or be likely to cause danger, hazard or inconvenience to any third party, damage to property, or to environments and ecosystems. No refunds will be made and Rosamy Africa Safaris & Travel Ltd shall not be liable for expenses incurred as a result of the termination.

4. PAYMENT

4.1 i) Acceptance of booking

The person ('head of group') who signifies his/her acceptance of a booking does so on behalf of persons under his/her authority, which means that all group members are equally bound by these terms and conditions.

ii) Subject of these terms

All offers, estimations or quotations provided by or bookings made with the company are subject to these terms.

iii) Deposit

To secure a booking, a non-refundable deposit is required which shall be the sum of 20% of the land arrangement costs, plus the full amount for the gorilla permits (US\$800 per permit), the chimpanzee permits (US\$ 250), and all air tickets (if needed) for each person in the group.

iv) Full payment

The full amount owed by the client to the company shall be payable not less than six weeks prior to the date of departure. If the full amount is not paid in due time, the company reserves the right to treat the booking as cancelled. The company will not be held responsible for price changes or over-bookings in the time between booking and receiving the deposit. Bookings made within six weeks of the departure date must be paid in full immediately. Payments can be made by bank transfer to the company bank account in Uganda. Transfer costs are to be paid by the client(s).

Payments with a credit or debit card are not possible.

v) Cancellation by Rosamy Africa Safaris Tours & Travel Ltd

The company reserves the right to cancel the event or any part of it for any of the following reasons:

- If the company or its supplier(s) regard adverse weather conditions or other safety concerns as unacceptable and which cannot reasonably be overcome.
- If the company reasonably believes that you may cause harm or damage to its reputation or to the reputation of its suppliers or to property belonging to its suppliers.
- If a company supplier or suppliers is/are unable to host the event for any reason.
- If changes you wish to make to the booking mean it is uneconomical or impractical to hold the event.

Should the company cancel an event, it shall be rescheduled for a mutually convenient date, or a refund shall be provided to the client.

Save as above, the company shall be under no further liability to the client for cancellation of the event or any part of it. If, due to reasons beyond our control, an event is unable to take place due (but not limited) to the closure of premises, the ceasing of trading, or a change in the supplier's management, the company will provide the client with an alternative event, and if this does not prove possible, shall refund the cost of the event.

vii) Cancellation by client(s)

The cancellation of a booking by the client must be made in writing and signed from the group head. The amount of the cancellation fee is calculated according to the date on which the company receives written cancellation notice:

- Between 6 weeks and 28 days before the departure date, the cancellation fee is 30% of the land arrangement plus the full cost of gorilla permits, chimpanzee permits and flight portions.
- 27 to 14 days before the departure date, the cancellation fee is 75% of the total cost of the booking plus the full cost of gorilla permits, chimpanzee permits and flight portions.
- 13 to 7 days before the departure date, the cancellation fee is 90% of the total cost of the booking plus the costs of gorilla permits, chimpanzee permits and flight portions.
- Within 1 week of the departure date, the cancellation fee is 100%.

- Cancellation before the deposit has been made will not incur any fees.

viii) Cancellation of clients joining a group

If one or more clients of a larger private group cancel a trip, they will be charged their part of the

shared costs for that group trip, so that the rest of the group will not face any price increase. This amount is in addition to the general cancellation fees (as listed in section 7vii).

ix) Alterations made by Client(s)

The company shall try to accommodate any reasonable changes the client wishes to make to the event. Alterations and amendment requests should be made with the company and not with end suppliers. And such requests should be made in writing to the company by the group head. These changes shall not be deemed accepted until confirmed in writing by the company. If the client wishes to increase or decrease the number of persons participating in the event, this may be done up to six weeks prior to the date upon which your event is due to start without additional charge.

All amendments made after that date will incur an administration charge of US\$50.00 per person. The company cannot guarantee that the change to the price will be pro-rata, but will instead depend upon the arrangements the company is able to make with its suppliers. Subject to the company's written agreement, the client may transfer a booking to a person who satisfies all the conditions applicable to the event

4.2 Payment can be made by VISA credit card, bank transfer or cash, before the start of the safari. Note that payments by VISA credit card attract a 5% service charge. Credit card transactions must be made at least two months before the start of your safari. Regretfully, traveller's cheques are no longer accepted.

4.3 The costs of international transactions (or 5% service charge in case of credit card payments) are to be fully paid by the client.

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

6. Complaints

6.1 Rosamy Africa Safaris Tours & Travel Ltd shall try to ensure that the company exceeds the expectations in every area of the tour arrangements. However, suggestions are very much appreciated in order to keep improving the quality of the service.

6.2 Complaints must be reported immediately to the Rosamy Africa Safaris 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 writing and not later than 30 days after completion of the tour.

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

7. Liability

7.1 Rosamy Africa Safaris will make every effort to ensure that all arrangements and services offered as part of the safari are carried out as specified in the most efficient way possible.

However, the company does not have direct control of the provision of services by suppliers and, whilst every supplier is chosen with the utmost care, Pamoja tours and travel does not accept liability for errors or omissions of such suppliers.

7.2 Rosamy Africa Safaris & Travel Ltd shall not be liable for any loss, damage or injury of any nature whatsoever whether to person or property.

7.3 Whilst every care is taken, Pamoja tours and travel cannot be held responsible for the direct or indirect costs of loss or damage to baggage or personal possessions.

7.4 Rosamy Africa Safaris & Travel Ltd cannot accept liability or pay compensation for unforeseen circumstances beyond the control of the company or its staff, including flight delays/cancellations or force majeure such as war or threat of war, riots, civil disturbances, terrorist acts, border closure, acts of government or other authorities, strikes, thefts, epidemics, road closures, industrial disputes, natural or nuclear disaster, extreme weather conditions, fire, technical and/or mechanical problems to transport and all similar events beyond the company's control.

7.5 It is the responsibility of the travel agency/wholesaler to ensure that all members of the tour have the appropriate passports, visas, travel permits, health certificates and other documentation required for the safari.

7.6 It is the responsibility of the clients to take proper medical and practical precautions in regard to health and safety. Medical advice should be sought well before travelling.

7.7 Clients are strongly advised to obtain comprehensive travel insurance before coming to Uganda.

7.8 The respective laws of the country govern Rosamy's liability to passengers carried in its own vehicles. All claims are subject to the jurisdiction of the courts of the country in which the cause of action arises.

8. Fare increases

Fare increases may occur due to any increase in airline tariffs, fuel costs, game reserve fees, or fluctuation of exchange rates. The company reserves the right to modify the fare and add a surcharge. Should any clients refuse to accept and pay such surcharge, the company reserves the right to cancel the tour and retain full payment.

9. Client Responsibility

The client acknowledges that it is solely his/her responsibility to ensure that he/she is in possession of the necessary travel documents that may be required in respect of the proposed tour and itinerary as well as all health and other certificates that may be required.

10. Special Requests

Clients who have special requests must specify such requests to the company in the booking reservation form. Whilst the company will always endeavor to accommodate such requests, it does not guarantee that it will always be possible.

Thank you for your time. Don't hesitate to inquire!

