



## VENTURE UGANDA LTD

### Booking Conditions

Please read these Booking Conditions carefully: along with your booking form/information and holiday itinerary they form the basis of your contract with Venture Uganda Ltd. Please also read the [Travel Information](#) pages of our website ([www.ventureuganda.org](http://www.ventureuganda.org)) before booking.

#### Definitions

In these Booking Conditions the following terms shall have the following meanings:

- 'you' and 'your' means all persons included in the booking (including anyone who is added or substituted at a later date)
- 'we', 'us' and 'our' mean Venture Uganda Ltd or our suppliers
- 'Group Organiser' means the adult named on the Booking Form who takes overall responsibility for your booking (including ensuring compliance with your responsibilities under these Booking Conditions) and is authorised to do so by all persons included in the booking including the parents or guardian of any person aged under 18 years of age.
- 'Group Leader' means the adult (aged at least 18 years) from within your group who has overall responsibility for the group *during* the tour.
- 'Downtime' is a "period of time, occurring within the overall duration of the venture, identified by agreement between the venture provider and participant prior to commitment to participation, as being beyond the jurisdiction of the venture provider". (British Standard 8848 2007:3).
- Personal time is, "time during the venture when an activity is not being undertaken but participants remain under the supervision of the leadership team" (BS8848 2007: 4).

#### 1. The nature of our tours in Uganda

Venture Uganda Ltd organises holidays and educational visits to Uganda and other countries in East Africa.

We take every care to ensure that the travel arrangements we make for you are safe, comfortable and enjoyable. However, as our tours often take you off-the-beaten-track there may be possible risks and discomforts such as limited medical facilities and rough roads. Also, standards of service may be lower than in more developed areas. We therefore ask you to be reasonably patient and flexible.

Including something in your itinerary doesn't mean we have inspected its health and safety standards and you travel at your own risk.

Where your travel arrangements include visits to places such as National Parks and Forest Reserves, we cannot guarantee sightings of wildlife.

#### 2. What our travel arrangements include

Typically, our travel arrangements include the following (with specific details as per your booking confirmation):

- Airport transfers
- Transport and fuel for your confirmed itinerary
- Accommodation
- Meals
- Entrance and activity fees
- Guides

Our tours do not normally include

- Gratuities or gifts for guides and speakers
- Travel insurance

- Flights (unless agreed to do so)
- Passport and visa costs
- Vaccinations, anti-malarials and healthcare costs

We will design a provisional itinerary based on your requirements. This will detail what is included and the costs. This can be refined until you are happy with it and then you must complete a booking form/information.

All our travel arrangements start and finish outside Entebbe International Airport in Uganda unless otherwise stated on your agreed itinerary. You are responsible for getting yourself to Entebbe and through Immigration and baggage collection on time. You will be met on arrival by a member of our staff and escorted to the airport on your departure. We cannot be held responsible for any delays to your flights, difficulties entering the country, loss or damage to baggage or any associated costs such as accommodation costs where your departure flight is delayed.

#### Accommodation

We carefully select accommodation appropriate to our tours and which meet your individual requirements. Our itineraries include either details of specific hotels or descriptions of the category of accommodation to be included. Specific rooms cannot be guaranteed.

Accommodation is based on two people sharing a room but other options are available on request. If there is an odd number in your group and therefore one person cannot share a room, a single room supplement will apply.

Please bear in mind that some of the accommodation we use is located in town centres and it is possible that you will be able to hear noise from traffic, churches/mosques etc. You must inform us upon booking if you are not comfortable with this and we will be happy to change your itinerary before confirming your booking.

Accommodation will not be air-conditioned unless you specifically request that. Where it is available, there will be an extra cost.

#### Transport

Your tour itinerary will include details of the type of transport to be used. Vehicles will be in sound mechanical condition and fitted with seat belts, first aid kits and a fire extinguisher. Vehicles are comprehensively insured.

In the event of a breakdown which necessitates the unexpected replacement of a vehicle we may have to accept a vehicle that does not have seat belts fitted.

Drivers are subject to restrictions on their working hours. If you wish to make ad hoc visits not included in your itinerary these will be subject to the driver's availability and agreement and may incur additional charges. If this is not possible, your tour guide will be happy to advise you on alternative transport such as taxis. Please remember that Venture Uganda Ltd is not responsible for your safety or your enjoyment of any visit not part of an agreed itinerary organised by us.

#### Excursions/visits/lectures

Visits with individual speakers and/or organisations are not guaranteed as we do not have contracts with them and rely on their goodwill. In the event of any cancellations, where we receive adequate notice we will make every reasonable effort to offer an alternative. However, any change or cancellation will not be a significant change for purposes of our cancellation policy (see below).

### **3. Booking and payment**

To book a trip with Venture Uganda Ltd we require a completed booking form/information, signed by the Group Organiser. Upon receipt of your Booking Form/information, we will check availability, discuss any necessary changes with you and issue your Group Organiser with an invoice for a 30% deposit per person (or a higher amount if requested) plus the full costs of any tracking permits and flights.

Some Ugandan suppliers for example, the Uganda Wildlife Authority who issue gorilla and chimpanzee tracking permits, may require larger deposits or full payment in advance, especially at certain times of year, and you may be required to sign their booking conditions. You will be notified

if there are any variations to our standard Booking Conditions and these must be accepted before we can proceed with your booking. Any such additional deposits or payments will be treated as “the deposit” for purposes of our cancellation policy.

The availability of tracking permits changes on a daily basis and only once your deposit is received can we purchase them (permits are non-refundable and non-transferable). When we have secured your bookings we will issue booking confirmation details. You must check these details carefully.

A contract is made on the date of issue stated on the deposit invoice and your deposit becomes non-refundable. The Group Organiser must check the details of the booking confirmation carefully and notify us immediately of any errors and/or omissions as it may not be possible to make changes later. All payments must be made in US Dollars (USD) by bank transfer. Credit card bookings can be taken but are subject to an administration charge which varies according to the credit card company. Please beware of email fraudsters – we will never ask you to make payments through cash transfer organisations like Western Union or MoneyGram and we do not accept cash on arrival. If we are unable to confirm your booking a full refund will be issued within 15 working days.

The balance of the cost of the trip, including any surcharges, is due no later than 90 days before the start of your itinerary. Full payment is due if you are booking within 90 days of trip. Surcharges must be paid with the balance of the cost of the booking or within 14 days of the issue date printed on the surcharge invoice, whichever is the later.

Bookings are accepted subject to these booking conditions. Changes to them will only be valid if agreed in writing by our staff. We reserve the right to refuse any booking at our discretion.

If your balance is not paid in time we reserve the right to cancel your booking, retain your deposit and apply cancellation charges as shown below as if you had cancelled the booking. If we do not cancel straight away because you have promised to make a payment, you must pay the cancellation charges depending on the date we reasonably treat your booking as cancelled.

#### Special requests & medical problems

The Group Organiser must inform us, at the time of booking or as soon as it arises, if any member of the group has any disability, medical complaint, hereditary condition, previous trauma, special dietary requirements or other special requirements, whether or not you believe it may affect your arrangements or your participation in the visit. This is so we can advise whether your chosen travel arrangements are suitable for example, if you will be close enough to medical facilities or if certain activities are appropriate. Occasionally, if we feel unable to accommodate the needs of the person concerned we reserve the right to decline or cancel their booking. Failure to declare any such conditions may invalidate any subsequent claim against us.

Some requests may incur a \$50 USD fee, per request, plus costs or charges and any costs or charges imposed by our suppliers. We will inform the Group Organiser in advance if this is the case. We will pass requests to suppliers but cannot guarantee that any request will be fulfilled by our suppliers unless we have specifically confirmed this in writing. Unfortunately, we cannot accept conditional bookings i.e. bookings which are conditional on the fulfilment of a particular request.

#### **4. The price of your trip**

The full price of our travel arrangements is included in our advertising brochure, website or, in the case of bespoke tours, on your agreed itinerary. Single room supplements will be charged and small numbers may result in higher costs.

Our prices, subject to correction of errors, are correct at time of publication. However, changes in the cost of items like fuel, taxes and fees may cause a change to price of your trip and we reserve the right to alter our advertised prices any time before your travel arrangements are confirmed.

Where prices change after your booking has been confirmed we will absorb any increase equivalent to 2% of the price of your trip, excluding any amendment charges and we will notify you of any changes as soon as possible. If this means you have to pay a surcharge amounting to more than 10% of the price of your trip you can choose another trip if we can offer one (if it is of a lower quality, we will refund the difference in price) or cancel the trip and receive a refund (less

amendment charges). Should you decide to cancel you must do so within 14 days from the issue date printed on the surcharge invoice.

There will be no price changes within 30 days of departure unless changes are made to your itinerary.

Note: All prices are guaranteed against currency surcharges but, equally, no refunds can be made in the event of favourable exchange rate variations.

## 5. Amendments

### If you alter your booking

We will try to help you if you need to make any minor changes to your booking, such as requesting vegetarian meals or an additional excursion, up to the date when full payment is due. We will charge an amendment fee of \$100 USD for each change made plus any other costs we incur such as charges imposed by suppliers. Changes are not always possible and if this is the case you will still have the option to cancel your booking subject to the cancellation charges outlined below. Any changes made less than 90 days before the tour start date will be treated as cancellation and will be liable for charges as per our cancellation policy.

At our discretion, you may add or substitute group members up to the date final payment is due if the Group Organiser checks availability with us, in writing, first. Should one or more members of your group cancel, it may increase the per-person price of those still travelling e.g. if a single person supplement becomes applicable or fewer people have to share vehicle costs. Deposits must be paid for additional members at time of adding them. All bookings of substitute group members are subject to these Booking Conditions. Any outstanding charges must be paid before any transfer can be finalised. Any amendment charges are not refundable if the person to whom they apply cancels.

### If you cancel your booking

If you cancel your booking once it has been confirmed, your Group Organiser must do so, in writing. Email cancellations will only be accepted if an acknowledgement is returned by us. Charges will be applied based on the date of our written acknowledgement.

We incur costs from the time we confirm your booking and these may not be recoverable so cancellation charges apply and these increase the closer it gets to your tour start date.

We are subject to our suppliers' cancellation policies. Payments already made to them cannot be refunded to you at any stage. Pre-paid services are non-refundable.

We charge an administration fee for our time spent on your booking.

### **Cancellation charges**

- If you cancel more than 90 days before your arrival date you lose your holiday deposit plus any deposit on tracking permits.
- If you cancel 90 – 61 days before your arrival date you lose 50% of your total holiday price plus the full cost of tracking permits
- If you cancel 60 – 31 days before your arrival date you lose 75% of your total holiday price plus the full cost of tracking permits
- If you cancel 30 days or fewer before your arrival date you lose 100% of your total holiday price plus the full cost of tracking permits

### **Note: International flights**

Where we make flight bookings for clients, these are subject to the airlines' cancellation charges for the specific class of ticket bought not Venture Uganda's booking conditions.

### **Note: group member cancellations**

Group prices are based on the number of group members. If one or more group members cancels, the price for remaining members may increase.

### **Note: Cancellation insurance**

We strongly recommend that you include cancellation cover in your travel insurance.

### **Note: Changes to cancellation policy**

We reserve the right to change our booking conditions without notice. This is most likely to happen

if our suppliers, particularly the Uganda Wildlife Authority, change their booking conditions or procedures. Your booking is governed by the Booking Conditions in place at the time of booking.

#### If we alter your booking

While we try not to make changes to your booking we must reserve the right to do so at any time.

Usually any changes will be minor and we will not be liable for any compensation. Minor changes include any change which, taking into account the information provided on your booking form or that as a tour operator we would reasonably be expected to know, we could not reasonably expect to have a significant effect on your confirmed arrangements. These include substituting any named guide, or lecturer with an alternative qualified person.

If we have to make a significant change after full payment is due such as removing a major destination from your itinerary, you will be compensated unless the change is due to Force Majeure (see below). In the event that we have to make a significant change, you may:

- Accept new arrangements of a similar or higher standard for the same price or arrangements for a lower price and receive a refund of the price difference. You will also receive compensation
- Choose one of our other tours paying the difference if it is more expensive although we will refund the difference if it is cheaper.
- Cancel the tour and receive a full trip cost refund. You will also receive compensation.

If the significant change and subsequent cancellation occurs between

Over 60	days before departure	\$50 compensation
31-60	days before departure	\$100 compensation
0-31	days before departure	\$150 compensation

No compensation will be due if we cancel because you did not comply with any requirement of these Booking Conditions for example, because you did not pay on time.

Our liability is limited to that outlined above and no other expenses, costs or losses will be refunded or compensated.

#### Changes during your trip

Occasionally, we may need to change your itinerary *during* your trip due to Force Majeure (see below). For example, weather conditions may cause delays to your itinerary. In such circumstances we will try to amend your itinerary but you will not be refunded or compensated for any services or visits missed and you will be responsible for the cost of any new arrangements made by us or our suppliers on your behalf.

#### Overbooking

Very occasionally, one of our suppliers may confirm the availability of their accommodation to us which subsequently turns out to be unavailable and cannot be re-booked because there is no availability. In such circumstances we and our suppliers will try our best to find alternative accommodation of a similar standard for you. If however we can only find accommodation of an inferior standard then we will refund the difference and offer you compensation of 5% of the original trip price proportional to the number of nights affected.

#### If we cancel your booking

We may occasionally have to cancel bookings for example, due to lack of numbers on a group fixed departure tour. We reserve the right to cancel up to 90 days before departure without compensation. Unless cancellation is due to Force Majeure (see below) we will offer either another holiday or refund all your money. If we have to cancel at shorter notice, we will also pay this compensation per person:

42-90	days before departure	\$50
15-41	days before departure	\$100
0-14	days before departure	\$150

We will not be responsible for any loss you incur as a result of our cancellation for services, such as flights, that you have not booked through us. Where cancellation is due to Force Majeure or lack of numbers, no compensation will be paid and we shall have no further liability to you.

#### Force Majeure

We do not accept liability for cancellations, changes to your holiday or the performance of our contractual obligations where these have been affected or prevented by circumstances which amount to Force Majeure. These are events which we, or the suppliers of the services affected could not foresee or avoid even with taking all due care. Force Majeure could include but are not limited to war, threats of war, riots, civil strife, natural or industrial disaster, extreme or adverse weather conditions, computer or systems failure, acts of god, fire, terrorist activity, industrial disputes, epidemic or health risk, technical problems with transport, closure of, or congestion at, airports or ports, decisions by governments or national parks or similar authorities, changes of schedule or operational decisions of suppliers including, public ferry boats and air carriers and similar events beyond the control of the parties.

We are not liable for refunds for loss or cost incurred following actions of third party logistics or activity suppliers or actions based on advice from the Uganda Government or similar body to prematurely end the visit, or cancel the visit within 90 days of the proposed start date. **We therefore strongly recommend you include cancellation cover in your comprehensive travel insurance policy.**

#### **6. Our responsibilities**

We accept liability for the proper performance of the holiday sold to you. We have taken reasonable care to ensure that our suppliers are reputable, safe and efficient businesses.

If the contract with you for your trip is not performed or is improperly performed by us or our suppliers we will pay compensation if this has affected the overall enjoyment of the trip.

We are not responsible where the failure arises from your own actions or those of a third party not connected with the services we have agreed to provide, are due to Force Majeure (see above) or are a result of something which you should have declared to us upon booking. We are also not responsible for anything which occurs during agreed 'downtime (see definitions)' in your itinerary.

Our liability (except in cases involving death, injury or illness) shall be limited to a maximum of two times the price you have paid for your trip. Our liability will also be limited and subject to:

1. The terms and conditions applicable by our transport suppliers which are incorporated into these conditions; and
2. Where any claim or part of a claim concerns or is based on any travel arrangements or any stay in a hotel, the maximum amount of compensation we will have to pay you will be limited to the most any hotel or carrier concerned would have to pay under the relevant international convention or regulation (for example, the Warsaw Convention). Please note, where a carrier or hotelier would not be obliged to make any payment to you, we similarly are not obliged to. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the carrier or hotelier in question.

Please note:

(a) the information on our sales literature and website has been compiled with all reasonable care and is accurate to the best of our knowledge. However, suppliers in the locations we feature may withdraw advertised facilities (e.g. swimming pool or restaurant) for maintenance, during public holidays or because of low bookings without advising us of this. If we are advised we will try to let you know, if there is time to do so before your departure. Such withdrawal of facilities are minor changes under these conditions. Representations made by our suppliers such as hotels on their on websites are not made on behalf of us and we accept no liability for these.

(b) Where a claim is due to the act or omission of our suppliers or subcontractors, our acceptance of liability is subject to you assigning to us your rights against them, and also cooperating with us in any legal action we wish to take against them.

(c) Our responsibility is only in respect of the services we are contractually obliged to provide. We are not responsible for the performance of services you may purchase locally, such as excursions, car hire and other activities purchased by you during the trip.

(d) Your visit has set dates. We are not liable for any additional costs incurred if you decide to arrive early or stay on after your trip. If you choose to leave your tour or are instructed to do so by staff (see clause 7) Venture Uganda is released of any responsibility for your welfare.

The promises we make to you about the services we have agreed to provide or arrange as part of our contract – and the laws and regulations of the country in which your claim or complaint occurred – will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of the foreign countries which would have applied had those services been provided in those countries. The exception to this is where the claim or complaint concerns the absence of a safety feature which might lead a reasonable person to refuse to take the tour in question.

## **7. Behaviour and supervision**

While individuals are legally responsible for their own conduct, the Group Leader remains responsible for the group's adherence to these Booking Conditions, for ensuring adequate supervision at all times and agrees to act as liaison between ourselves and the group.

The guide or supplier representing us at any point has ultimate authority on the trip. If you commit an illegal act or behave offensively, are under the influence of drugs or alcohol, damage property or act in any way that is detrimental to the safety or welfare of your fellow group members, other holiday makers or local people, your guide may without prior notice terminate the arrangements of the person(s) concerned or of the entire group as we reasonably consider appropriate. We would no longer be liable for any such person and no refund would be due. Termination of contract(s) may result in increased costs for other group members where, for example a single person supplement becomes payable or group discounts are lost due to reduced numbers.

When you book with us you accept full responsibility for any damage or loss caused by you or any member of your group. Full payment for any damage or loss must be paid direct at the time to the accommodation owner or manager or other supplier. If you fail to do so you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your or any member of your group's actions.

## **8. Insurance**

It is a condition of booking that all persons are adequately insured for the visit. Your travel insurance should cover your baggage, loss of money, passports, jewellery or other high value items, cancellation or curtailment, personal accident, medical expenses (including international medical emergency services, medical evacuation and air ambulance services).

Venture Uganda does not provide insurance cover for luggage, personal items or equipment. If we are responsible for loss or damage to your luggage or personal items while they are in our care, our liability is limited to a sum equivalent to any excess charge that would be due on any claim made under your travel insurance policy. No liability is accepted for high value items such as money, laptop computers, passports or jewellery.

Venture Uganda cannot accept responsibility for your medical care but will try to ensure that you have access to medical care under your insurance policy in emergencies. We may make any arrangements that we see fit in a medical emergency and recover any resulting costs from you.

We will require your policy number and the emergency contact number of your insurers so we can contact them on your behalf if necessary. Failure to provide insurance details before departure will be treated as cancellation by you.

## **9. Visas and travel documentation**

We offer guidance regarding such matters as visas, vaccination certificates and passport requirements but you are ultimately responsible for ensuring that you have the correct documentation and that you take all the necessary health precautions before and during your trip

and you must pay all the costs involved. We recommend you apply for passport and visas and seek travel health advice at least 8 weeks prior to travel.

You must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel.

We cannot accept any liability if you are refused entry onto any transport or into any country due to a failure on your part to carry the correct documentation. If such failure results in, or causes delays which result in, fines, surcharges or other financial penalty being imposed on us or any of our suppliers, you will be responsible for reimbursing us accordingly.

#### **10. Health**

Information and advice on health, including any mandatory and recommended health formalities (vaccinations and precautions) can be obtained from your personal doctor, practice nurse or travel health clinic. Ideally you should seek this advice at least 8 weeks before departure. Further information and advice can be obtained online for example at <https://travelhealthpro.org.uk/> or through professional travel agents and tour operators associations.

#### **11. International driving licence**

It is your responsibility to ensure that you have the correct driving license documentation for any vehicle you intend to drive during your visit. This should include a photo style license plus any relevant supplementary international or local permit required in Uganda.

#### **12. Children and infants**

The risks of taking children and infants on a trip are entirely the responsibility of the adults accompanying them.

#### **13. Safety**

We will undertake a general risk assessment for all the travel arrangements we offer. Although it is not practical to inspect all visits and facilities we will make reasonable efforts to obtain evidence from our suppliers that health and safety has been evaluated. We will put in place safety measures where appropriate and notify you of any potential remaining risks.

You will be notified before departure of our emergency contacts and procedures and it is a condition of your booking that you provide us with the emergency information we deem necessary. Failure to do so will be treated as cancellation by you and charges will be applied in line with our cancellation policy.

#### **14. Complaints and problems**

If you have cause for complaint on the trip, the Group Leader should tell your tour manager, guide or local supplier immediately so that they have a chance to remedy the problem and also notify them in writing as soon as possible. If the problem is not resolved to your satisfaction, the Group Leader must contact our Kampala office during working hours or via the 24 hour Duty Officer.

If you remain unsatisfied, the Group Leader must write to us within 14 days of the end of the trip detailing the complaint. We will acknowledge and investigate your complaint and report to you as soon as possible but not later than 14 days from receipt for an acknowledgement and not later than 28 days from receipt for a full reply to be sent or a reply containing a detailed explanation for the delay. Please bear in mind that many of our suppliers' communications can be slow.

If you fail to follow this simple complaints procedure, your right to claim any compensation you may otherwise have been entitled to may be affected or even lost as a result.

#### **15. Privacy policy**

For the purposes of the UK Data Protection Act 1998, Venture Uganda is a data controller. In order to process your booking, we need to collect certain personal details from you. These details will include, where applicable, the names, addresses and ages of group members and special requirements such as those relating to any disability or medical condition which may affect the chosen arrangements and any dietary restrictions. We assume that you have any necessary permission from your group members to pass on the personal details.

We need to pass on your groups' personal details to certain companies and organisations so that appropriate arrangements can be provided (for example your hotel or other suppliers). Such organisations may be outside the UK. We would also like to store and use your personal details for future marketing purposes (for example, sending you a brochure or details of a promotion).

If you do not want us to do any or all of these things, please let us know as soon as possible. We are entitled to assume you and the rest of your group members do not object to our doing any of the things mentioned in this statement unless you tell us otherwise in writing.

Except where expressly permitted by the UK Data Protection Act, we will only deal with the personal details you give us as set out above unless you agree otherwise. We have appropriate security measures in place to protect this information.

You are entitled to ask (by letter or email) what details of yours are being held or processed, for what purpose and to whom they may be or have been disclosed. We will charge a fee of £50 to respond to such a request. We promise to respond to your request within 40 days of receiving your written request and fee. In certain limited circumstances we are entitled to refuse your request.

#### **16. Jurisdiction**

All matters concerning your contract with Venture Uganda are subject to Ugandan law and the exclusive jurisdiction of Uganda courts.

#### **17. Publication date**

These booking conditions were published on 1<sup>st</sup> September 2022.

#### **18. Company information**

Venture Uganda Ltd is a registered company in Uganda with company number 80010003406460. Our registered office and physical address is Plot 155, Semawata Road, Ntinda, Kampala, Uganda. Our postal address is P.O. Box 40244, Nakawa, Kampala, Uganda.

#### **Any further questions**

If, after reading these Booking Conditions, you have any further questions about booking a trip with us, please contact us and we will be happy to answer them.