



## **Terms and Conditions Kazinga Tours Ltd.**

Kazinga Tours Ltd. organizes trips to Africa, especially to Uganda, Rwanda, Kenya and Tanzania. Kazinga Tours Ltd. carries out business only on the basis of its standard Terms & Conditions. We request you to read through these terms and conditions thoroughly. By filling in the booking form or transferring money into our account you confirm that you agree with our Terms & Conditions.

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### **Article 1 Introduction**

These travel terms and conditions are applicable to travel agreements, which Kazinga Tours Ltd. enters into with one or more travelers.

### **Article 2 Information provided by Kazinga Tours Ltd.**

Kazinga Tours Ltd. uses the following payment conditions:

- Advance payment of 30% of the travel sum, and 100% of the gorilla permits. This deposit must be paid as soon as possible
- The Balance payment must be paid 8 weeks before the start of the trip

Kazinga Tours Ltd. will provide the most important information regarding the trip to the traveler. The traveler himself is responsible for obtaining the necessary additional information from the relevant authorities with regard to



passports and visa obligations, including checking whether the previously obtained information has not been changed in the meantime, before departure.

### **Article 3 Information provided by the traveller**

The traveler must provide all information regarding him/herself and the travelers for which he/she has made a booking which could be of importance in the conclusion or realization of the contract in good time, before the agreement is entered into. This must in any event include his/her mobile telephone number(s) and email address(es).

The traveler must indicate any details which could be of importance to the good realization of the travel package by Kazinga Tours Ltd. regarding his or her own physical and mental condition, and regarding the capacity or composition of the party for which he/she has made a booking.

If the traveler does not comply with his/her obligations to provide information, this could result in said traveler(s) being excluded from (further) participation in the travel package. In such cases, all costs associated with this will be charged to the traveller.

The traveler can ask Kazinga Tours Ltd. to change the travel offer for medical reasons and other reasons. Kazinga Tours Ltd. is not required to meet such a request, but if Kazinga Tours Ltd. does meet it, the traveller must pay the costs associated with the change.

For some activities, including visiting the gorillas and chimpanzees, age restrictions applies. For example, travelers must be at least 15 years old on the day of the trekking (the visit to the gorillas and chimpanzees). Kazinga Tours Ltd. or authorities have the right to delete an activity in the event of an incorrect or unclear indication of the age (date of birth), without having to refund the amount paid.

### **Article 4 Confirmation/Withdrawal by Kazinga Tours Ltd.**

The contract is realized as a result of acceptance by the traveller of the offer of Kazinga Tours Ltd., including the terms and conditions declared applicable. After the contract is realized, the traveler will receive confirmation of this, and/or an invoice, as quickly as possible.

Kazinga Tours Ltd. is entitled to terminate the travel agreement in writing within the period stated in the offer in the event that the number of participants is smaller than the required minimum number of participants made known prior to the booking.

The offer of Kazinga Tours Ltd. is free of obligation, and can, if necessary, be withdrawn by the Kazinga Tours Ltd., including after acceptance of the offer by the traveler and, as appropriate, after confirmation by Kazinga Tours Ltd.. The withdrawal must take place as quickly as possible, in any event within 48 hours after the date of acceptance, giving reasons. If the traveler accepts the offer over the weekend, the deadline for withdrawal by the tour operator starts at midnight on Sunday evening. In such cases, the traveller is entitled to prompt reimbursement of any amounts paid.

Manifest errors and/or mistakes are not binding on Kazinga Tours Ltd.. Such errors and mistakes are errors and mistakes which are or should be recognizable as such at first sight from the point of view of the average traveller.

### **Article 5 Changes instigated by Kazinga Tours Ltd.**

Kazinga Tours Ltd. can only change the travel agreement as a result of serious circumstances, which Kazinga Tours Ltd. must notify the traveller of immediately. The traveler can only reject the change if the change does cause a disadvantage to the traveler which is of more than slight significance.



Kazinga Tours Ltd. can also change an essential point in the travel agreement as a result of serious circumstances, which Kazinga Tours Ltd. must notify the traveler of immediately, in other words without any culpable delay on the part of Kazinga Tours Ltd..

Up to twenty days before commencement of the travel package, Kazinga Tours Ltd. can increase the travel sum in the context of changes to the transport costs (including fuel costs) or the taxes and levies owed (including National Park fees etc.). In the event of application of this provision, Kazinga Tours Ltd. will indicate how the increase has been calculated.

In the event of a change to the agreement on an essential point, Kazinga Tours Ltd. will immediately make an alternative offer to the traveller, if possible. The alternative offer must be equivalent. The equivalence of alternative accommodation must be evaluated on the basis of objective standards.

Kazinga Tours Ltd. is required to notify the traveller of a change to the departure time. With regard to the return journey of travellers who booked only transport and/or whose accommodation address is unknown, Kazinga Tours Ltd. will make reasonable efforts to inform them about this change.

#### **Article 6 Help and assistance**

Depending on the circumstances, Kazinga Tours Ltd. is required to provide the traveler with help and assistance if the travel package does not proceed in accordance with the expectations which the traveller could reasonably have on the grounds of the contract. The costs arising from this shall be borne by Kazinga Tours Ltd. if the failure in the performance of the contract is attributable to Kazinga Tours Ltd..

In the event that the cause is attributable to the traveler, Kazinga Tours Ltd. is only required to provide help and assistance inasmuch as this can reasonably be expected of it. In such cases, the costs will be borne by the traveller.

In the event that the travel package does not proceed in accordance with the expectations which the traveler could reasonably have had as a result of circumstances which are attributable neither to the traveler nor Kazinga Tours Ltd., each of these will bear their own losses. For Kazinga Tours Ltd., these will consist, among other things, of extra staffing costs; for the traveler these will consist, among other things, of additional accommodation and repatriation costs.

#### **Article 7 Liability of Kazinga Tours Ltd.**

Kazinga Tours Ltd. or the local operator is not liable for damage, death, injury, illness, theft or damage/loss of property.

Kazinga Tours Ltd. is not responsible and liable for natural disasters, wildfires, actions from governments or authorities, terrorist attacks, strikes, theft, epidemics, incidents at sea, land and in the air, incidents involving wildlife and other similar incidents outside the control of Kazinga Tours Ltd.

Kazinga Tours Ltd. is not liable for the costs/damages for not appearing, coming late or delaying a flight or transfer, as a result of which the trip must be canceled or changed. If local circumstances make it necessary, Kazinga Tours Ltd. and/or the local operators reserve the right to cancel an entire tour or part of it or change the itinerary. Kazinga Tours Ltd. will always do their utmost to prevent any problems.

Kazinga Tours Ltd. is also not liable if the traveler has been able to recover his/her loss under an insurance policy taken out by him, such as a travel- and/or cancellation insurance.



Traveling to Africa and doing safari trips brings people close to wild animals. Attacks and problems are rare, but cannot be excluded. It is therefore always necessary to follow the applicable rules and instructions and not to approach wild animals independently.

No compensation can be claimed if the shortcoming in the performance is not attributable to Kazinga Tours Ltd. or to the persons whose assistance we use in the execution of the agreement, or could be foreseen or could be rectified. In any case, no compensation can be claimed if: a. The shortcoming in the performance of the agreement is attributable to the traveler; or b. the shortcoming in the execution of the agreement could not be foreseen or could not be canceled and can be charged to a third party who is not involved in the delivery of the services included in the trip; or d. the shortcoming in the execution of the agreement is due to force majeure. Force majeure means abnormal and unforeseeable circumstances that are independent of the will of the person who relies on it and whose consequences could not be avoided despite all precautionary measures.

In the event that a treaty, regulation or law that confers or prohibits the exclusion or limitation of liability to the service provider on a service included in the travel, the liability of Kazinga Tours Ltd. is accordingly excluded or limited.

The liability for damage suffered by the traveler is at all times limited to one time the travel sum.

A shortcoming in the fulfillment of an obligation that can be attributed to Kazinga Tours Ltd. obliges Kazinga Tours Ltd. to compensate for other damage than financial loss, insofar as this shortcoming causes loss of travel enjoyment. This compensation will not exceed one time the travel sum.

#### **Article 8 Rights of the traveller**

**Substitution.** The traveller can request that Kazinga Tours Ltd. replace him/her with another person. This is subject to the following terms and conditions:

- the other person complies with all the conditions to which the contract is subject; and
- the request is submitted no later than 7 calendar days before departure, or in good time such that the necessary actions and formalities can still be carried out; and
- the terms and conditions of the service providers involved in the fulfilment do not preclude such substitution. In the event that the request cannot be granted, Kazinga Tours Ltd. will notify the traveler to this effect, giving reasons.

The booking party, the traveller and the person substituting for the traveler are jointly and severally liable vis-à-vis Kazinga Tours Ltd. for payment of the part of the travel sum still owed, the amendment fee and any additional costs resulting from the substitution.

For activities that are strictly registered (such as Gorilla Permits), Kazinga Tours Ltd. will do its utmost to convert this, but Kazinga Tours Ltd. cannot guarantee this, nor can it be held liable.

#### **Travel documents**

Kazinga Tours Ltd. will indicate in the confirmation the time at and manner in which Kazinga Tours Ltd. will make the travel documents available to the traveler. If the traveler has not received any travel documents by the time specified by Kazinga Tours Ltd., and no later than 5 working days before departure, he/she must notify Kazinga Tours Ltd. or the booking office to this effect immediately.

#### **Article 9 Termination by the traveller**



The traveler can terminate the travel agreement. If the traveller does so, he or she will be required to reimburse Kazinga Tours Ltd. for the loss Kazinga Tours Ltd. suffers as a result of the termination. This is a maximum of one time the travel sum.

Kazinga Tours Ltd. uses the following percentages of the total travel sum. The traveler who cancels the travel agreement is obliged to pay this cancellation fee to Kazinga Tours Ltd.:

- 90 days and more, 40% of the cost of the tour
- 89 - 60 days, 60% of the cost of the tour
- 59 - 30 days, 80% of the cost of the tour
- 29 - 0 days, 100% of the cost of the tour

There is no refund of gorilla permits and chimpanzee permits. This is the policy of the respective wildlife authorities. Kazinga Tours Ltd. will do everything possible (within reason) to resell these permits in order to limit the damage for the traveler.

### **Article 10 Payment**

The traveler who makes the booking at Kazinga Tours Ltd. indicates that he or she has the authority to enter into a contract for him/her and the fellow travelers.

A traveler who has not complied with his or her financial obligations by the moment stated by Kazinga Tours Ltd. will be in default by the operation of law. In the event of non-payment or late payment, the traveller will be issued with a payment demand by or on behalf of Kazinga Tours Ltd., and will be given a period of 14 days during which still to meet his or her obligations. If payment has still not been made by that time, the agreement will be deemed to have been cancelled as of that day. The cancellation fee will be deducted from the amounts already paid.

A traveler who does not pay in good time will owe the statutory interest rate on the remaining amount owed. After receiving a demand for payment, the traveler will also be required to pay the extrajudicial collection costs.

The extrajudicial costs amount to a maximum of 15% in the case of a travel sum of up to €2500; 10% of the next €2500; 5% of the next €5000 and 1% of the amount above this. Kazinga Tours Ltd. can deviate from the stated amounts and percentages to the advantage of the traveler.

### **Article 11 Obligations of the traveller**

The traveler is required to comply with all instructions issued by or on behalf of the Kazinga Tours Ltd., and is liable for damage or loss caused by his or her actions. This is to be evaluated according to the standard of the conduct of a well-behaved traveller.

A traveler who causes or could cause hindrance or nuisance to such an extent that a good fulfilment of a travel package is or could be impeded may be excluded from the travel package or the rest of the travel package by Kazinga Tours Ltd., if it cannot reasonably be expected of Kazinga Tours Ltd. that the contract be complied with. The costs arising from this will be borne by the traveller.

The traveler is required to avoid or limit any loss as much as possible. Each traveler must ascertain the exact time of departure for the return journey no later than 24 hours before the stated time of departure.

The traveler is obliged to have travel insurance including medical cover, which is valid in the countries to be visited.

### **Article 12 Complaints**

#### **During the travel package**



Complaints about the performance of the agreement must be notified as quickly as possible on site, so that a solution can be sought. In this context, the traveler must report – in the following sequence – to:

1. the appropriate service provider;
2. the holiday representative or, if he/she is not present or available;
3. Kazinga Tours Ltd.

In the event that the failure is not resolved, and negatively affects the quality of the travel package, this must in any event be notified immediately – in other words, without any attributable delay – to Kazinga Tours Ltd. in Uganda.

If a failure is not resolved satisfactorily on site, Kazinga Tours Ltd. will ensure that there is a possibility to record it in the form of a complaint (complaint report). Kazinga Tours Ltd. will ensure that there is information regarding the procedure to be followed on site, the contact details and availability of the persons in question.

In the event that the traveller has not complied with the obligation to register a complaint in the manner indicated by Kazinga Tours Ltd., and as a result the service provider or Kazinga Tours Ltd. have not been given the opportunity to remedy the failure, any entitlement to compensation for loss may be limited or excluded.

### **After the travel package**

If a complaint has not been resolved satisfactorily, it must be submitted in the prescribed manner, within two months of the end of the travel package (or the service used), or after the original date of departure if the travel package has not gone ahead. The traveler must enclose a copy of the complaint report with this, if available.

If the complaint relates to the realization of a contract, it must be submitted to the booking office as quickly as possible, and in any event within two months of the traveler taking cognizance of the facts to which the complaint relates.

In event that the traveller does not submit the complaint in good time, it will not be processed, unless the traveler cannot reasonably be blamed for this. Kazinga Tours Ltd. will issue a substantive response no later than one month after receipt of the complaint.

### **Article 13 Disputes**

If a complaint is not resolved satisfactorily in good time, the traveler can put the case before the competent court in Uganda. Ugandan law is applicable to the contracts entered into, amended or supplemented on the basis of these travel terms and conditions.

All rights of claim will lapse one year after the end of the travel package (or, if the travel package did not take place, one year after the original date of departure).