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Terms and Conditions

1) Introduction

These terms and conditions govern the contract between the individual(s) purchasing the travel event services (hereafter “the client(s)”) and Engeya Tours and Travel (hereafter “the company”) to the exclusion of all other terms and conditions, save for those implied by law. No variation to these terms and conditions shall be valid unless given in writing and signed by the client and the company directors.

2) 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.

3) Subject of these terms

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

4) Deposit

To secure a booking, a 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), for each person in the group.

5) Full payment

The full amount owed by the client to the company shall be payable not less than a week 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 a week 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 credit or debit card are not possible.

6) Cancellation by Engeya Tours and Travel

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 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.

7a) 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 5 weeks and 28 days before the departure date, the cancellation fee is 5% of the land arrangement plus the full cost of gorilla permits and chimpanzee permits.
- 27 to 14 days before the departure date, the cancellation fee is 10% of the total cost of the booking plus the full cost of gorilla permits and chimpanzee permits.
- 13 to 7 days before the departure date, the cancellation fee is 12% of the total cost of the booking plus the costs of gorilla permits and chimpanzee permits.
- Within 2 days of the departure date, the cancellation fee is 15%.
- Cancellation before the deposit has been made will not incur any fees.

Cancellation, medical and repatriation insurance is compulsory for all Engeya Tours and Travel events, and it is the client's responsibility to arrange such insurance through the client's broker. It is strongly recommended that clients also take out insurance to cover emergency travel and accommodation, lost baggage and any other cover the clients deems fit. Other than compulsory insurance, the decision of which insurance cover he/she obtains is solely the responsibility of the client.

7b) 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 7a).

8) 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 a week 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\$ 15.00 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.

9) Alterations made by Engeya Tours and Travel

When requested accommodation is fully booked or otherwise unavailable, the company reserves the right to change the accommodation to an accommodation of the same standard in the same area. This change must be communicated to the client.

10) 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.

11) 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.

12) 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.

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