



# Bugoli

## Adventures Limited

*'For a memorable Africa safari experience'*

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### **Bugoli Adventures Limited**

## Terms and Conditions

**Bugoli Adventures Limited, Company registration number 80020002736816**

### **1.0 APPLICATION**

The Customer agrees that no indulgence whatsoever by the Company shall constitute a waiver in respect of any of its rights under this agreement and under no circumstances will the Company be prevented from exercising any of its rights in terms of this agreement.

The terms and conditions contained in this document shall apply to the tour booking concluded between the Company and the undersigned client in respect of the tour, as more fully described in the tour dossier provided to the guest on confirmation of the booking.

All references in these terms and conditions to "client" shall include references to an agent of the client with such changes as the context may require.

### **2.0 APPLICABLE LAW AND JURISDICTION**

These terms and conditions shall be deemed to have been concluded in Kabale, Uganda and shall be interpreted according to the laws of the Republic of Uganda.

The client consents to the jurisdiction of the Magistrates Court of Uganda as amended but it is specifically agreed that Bugoli Adventures Ltd at its instance will have the discretion to sue in the High Court if it is deemed appropriate.

Notwithstanding the aforesaid, the client must at all times comply with the laws, customs, foreign exchange and other regulations of all countries visited on the tour.

### 3.0 BOOKINGS

The Company reserves the right not to confirm the booking until the full amount set out in the invoice received by client is paid and has been received by the Company and all the relevant documentation has been signed and completed in full by the client.

Any amendments to, or cancellation of the booking shall be subject to these terms and conditions.

Booking may be done via our booking form on our website

<https://visitbwindigorillatours.com/> or Via e-mail: [info@visitbwindigorillatours.com](mailto:info@visitbwindigorillatours.com) or via Telephone: +256781524064 **Tel: +256781524064 | +256783889608** (WhatsApp), or via our Agents/partners or visiting our office.

#### **TOUR PRICE, DEPOSIT AND PAYMENT POLICY.**

A booking is considered confirmed when **Bugoli Adventures Ltd** sends written confirmation to the client confirming the booking. Invoices are issued on booking confirmation, 50% payment is required at 60 days prior to departure and full payment is due 30 days prior to the departure date.

If a booking is made within 60 days of the tour departure date, 50% payment is required on booking. If the booking is made within 30 days of the tour departure date, 100% payment is required on booking. Non-payment of stipulated percentage at time of confirmation, within 60 days of tour departure date, will result in the cancellation policy being applied.

When booking a tour that includes a Gorilla Trekking Permit, immediate payment for the permit is required in order to secure the trekking permit. This payment is non-refundable and is paid directly to the **Uganda Wildlife Authority (UWA)**.

While Bugoli Adventures Limited has utilized its best endeavors to ensure the accuracy of the tour price, such price is subject to change as a result of factors beyond Bugoli Adventures Limited reasonable control, in which event Bugoli Adventures shall utilize its best efforts to notify the clients of such changes as soon as possible.

The tour price includes only those services/items that are included as per the itinerary and the tour dossier, and the client shall be responsible and pay for any additional items where, as required by the Company from time to time, such payment is made either directly to a third party service provider or to the Company for settlement with a third party service provider.

The Company records that prices/charges/tariffs in respect of certain activities forming part of the tour are determined in accordance with the public regulations of a particular country and, accordingly, the Company has no control over any increases in such prices/charges/tariffs, including where such increases are implemented during the tour. The Company accordingly reserves the right to increase the relevant prices/charges/tariffs to account for such increases and/or fluctuations. The client will be notified of such increase and/or fluctuation as soon as possible and only if possible do its best to obtain the client's authorization before commencing with the final booking of such trip.

Although the Company takes care to ensure that all information on their website and or price brochures and/or quotations are correct, it will not be bound to any price that contains an inadvertent and/or obvious error. If a mistake occurs in any advertisement, the Company undertakes to take all reasonable steps to inform the customer of the correct details. All prices are quoted in American us Dollars currency. If a customer pays using a non us dollars currency, the amount debited to the customer's account will be as close to the advertised price as possible.

Bank Transfer: Proof of the transfer with a bank stamp must be faxed or emailed to our office (+256 783889608 (WhatsApp) / [info@visitbwindigorillatours.com](mailto:info@visitbwindigorillatours.com) as proof of payment. All transfer / bank fees are the responsibility of the client. Bugoli Adventures limited must receive the full total due into the bank account.

## **CANCELLATIONS AND REFUND**

Cancellation of a scheduled tour booking must be made in writing and is not effective until such written cancellation is received and acknowledged by Bugoli Adventures Limited; Cancellation fees are applied to the tour price, activity package.

No cancellation fee is applicable to tours cancelled more than 60 days before date of Departure (excluding the **non-refundable gorilla trekking permit and Chimps trekking permit**).

**Transferring gorilla and chimps permit dates (changing dates of tracking).** In the event whereby a guest wants to change dates of tracking is subject to a fine of 150\$per permit and it will be paid directly to Uganda Wildlife Authority (UWA).

**Changing tracking location** In the event whereby a guest what to change dates of tracking is subject to a fine of 150\$per permit and it will be paid directly to Uganda Wildlife Authority (UWA).

Special Condition for tours that require a Gorilla Permit: When a client cancels a tour that requires a gorilla trekking permit, the permit price is non-refundable and will be forfeited.

Should a Client cancel a booking 60 days or less or more prior to the date of departure of the tour for any reason (except due to death or hospitalization), the client shall be liable to pay a cancellation penalty. The cancellation penalty is calculated by having regard to the nature of the booking, length of notice of cancellation and reasonable potential to find alternative customers. Having regard to the aforementioned factors, the following percentages may be forfeited by the

customer in respect of the arranged tour price due to a no-show based on the number of days between receipt of the cancellation notice and the date of the departure:-

- More than 60 Days: 10% of the tour price is held as cancellation
- Between 30 – 60 Days: 50% of the tour price is held as cancellation
- Between 10 – 29 Days: 75% of the tour price is held as cancellation
- Between 0 – 09 Days: 100% of the tour price is held as cancellation

The Company shall be entitled to apply any portion of the non-refundable deposit paid by the client toward any cancellation penalty payable in terms hereof.

The Company reserves the right, at any time and for any reason, to cancel the tour on notice to the client. In such event, the Company shall refund the tour price (which includes for the avoidance of doubt, the non-refundable deposit) to the client. It is recorded that refund of the tour price as aforesaid shall be the Company's sole responsibility to the client, and no claim for any damages, howsoever arising, shall accrue against the Company by reason of a cancellation of the tour.

## **CHILD POLICY**

8 Years: A child under 8 years of age may travel on Bugoli Adventures Limited's scheduled tours on the sole responsibility of their parents.

10 – 15 Years: Bugoli Adventures Limited will accept children between the ages of 10 to 15 years on any tour with permission from agents or clients. If the children want to join a tour once the agreement between parents and agents has been reached, this will be allowed on a request basis.

8 – 9 Years: Children between the ages of 8 – 9 years will be accepted to travel with Bugoli Adventures Limited on a request basis only.

All children under the age of 12 are permitted on our Uganda, Rwanda and DR Congo tours with exclusive responsibility of their parents.

Any traveler between the ages of 8 – 16 must be accompanied by a parent, unless specific authorization had been obtained from Bugoli Adventures Limited.

17 – 18 Years: Guests of this age may travel with us with a letter of permission from their guardian or their parents; they do not require a parent to travel with them.

“On A Request Basis” means that Bugoli Adventures will receive the child request from the agent and once Bugoli Adventures Limited has confirmed receipt of the child request with the agent in writing, all other agents who have guests booked on the specific departure will be contacted to request permission for the child / children to join the tour. The agents then have 48 hours to respond to the request. If no response is received from any agent, the child/children will be accepted onto the tour. If the response is negative, we will have a look at an alternative date or tour for the family.

Age restrictions may apply to certain items listed in the respective tour activities. It is important that you are aware of these restrictions prior to confirming children on tour.

No any refund after cancellation of already going trip.

**Age restricted Activities:** Children under the age of 12 years are not permitted in the Bwindi impenetrable national parks, Mgahinga gorilla national park, Kibale national,volcanoes national park, Nyungwe national park, Virunga national park and Kahuzi biega national park. We do however allow children older than 8 years to partake in the rest of Savannah parks for Game drives (animal viewing) activity

A child must be 15 years or older to partake in the Gorilla & chimpanzee Trekking and white rhino tracking Activity. During the time these activities are taking place, the children are required to stay at the Lodge.

## **PASSPORTS, VISAS AND OTHER TRAVEL PAPERS**

It is the client's sole responsibility to ensure that passports, visas, health certificates, proof of vaccinations and any other required documentation are all in order for the countries to be visited during the tour.

The Company shall not be held liable for any loss or damage to any client's luggage arising due to circumstances beyond the reasonable control of the company.

## **INSURANCE**

Comprehensive travel and cancellation insurance is mandatory on the tour. It is the client's responsibility to ensure that he or she has such insurance in place (together with the required paperwork to prove such insurance) before embarking on the tour.

Should the client be unable to present the proof of such insurance to the Company (on request therefore by the Company), the Company may, in its sole discretion, exclude the client from the tour, and the client shall be liable for the cancellation penalty payments set out in these terms and conditions.

The client acknowledges that travel insurance must include comprehensive medical insurance including provision for air evacuation, and that the Company shall not be liable for any consequences, damages or loss as a result of the client failing to have the necessary cover.

## **BAGGAGE**

The client shall be responsible for all baggage and personal effects brought by him or her on the tour, and the Company shall not be liable for any loss or damage to such baggage or personal effect, howsoever arising.

The client shall be entitled to one bag (being a backpack or soft bag, and not a suitcase) that weighs not more than 20 kilograms, and a daypack. Should the client require larger baggage allowance, this may be arranged with the Company against payment of a fee that the Company may levy in its sole discretion. Notwithstanding the a foregoing, the Company reserves the right to refuse excess baggage or oversized baggage.

## **HEALTH**

The client accepts that to participate in the tour requires a measure of physical fitness and health and it is the client's obligation to ensure that he or she is medically fit to embark on the tour.

Where the client is over the age of 75, the Company requires a medical certificate or doctor's letter confirming that the client is medically fit to undertake the tour.

In respect of all clients over the age of 75 years, a medical questionnaire is required to confirm that the client is physically able to undertake the tour. Bugoli Adventures Limited will not accept a reservation without this documentation.

## **AUTHORITY ON TOUR**

The client must at all times comply with the laws, customs and foreign exchange regulations of all countries visited during the tour.

In addition, the client acknowledges that any disruptive, dangerous or potentially dangerous behaviour during the tour shall not be tolerated and that the Company, its employees, representatives. Agents and/or contractors being so authorized, reserve the right to exclude the client from the tour at any point therein in such circumstances.



The Company shall not be liable for any costs and/or expenses for the client resulting from exclusion as aforesaid, and the client shall not be entitled to a refund or rebate of the tour price or any additional compensation in such instances.

## **MARKETING**

The Company reserves the right to use any photographs and video taken during the tour for use in marketing or any other advertising material, and the client hereby consents to such use.

The client further agrees that the Company shall retain copyright over any such photographs and videos taken during the tour and/or used in its brochures and, to the extent necessary, the client hereby assigns copyright in such photographs and/or videos to the Company.

## **UNFORESEEN CIRCUMSTANCES**

Unforeseen circumstances including but not limited to war, mechanical breakdowns, weather, riots and other unforeseen reasons beyond the control of the Company may cause delays or alterations to the tour. The Company shall not be held liable in any way for any of these possible occurrences or any consequences, which may arise as a result of these travel documents

On booking, the client shall be issued with our tour dossier and pre-departure information documents. It is the responsibility of the client to read and understand these documents before travelling.

## **INDEMNIFICATION AND EXCLUSION OF LIABILITY**

The client accepts that the tour is of an adventurous nature and involves an element of personal risk.

The Company and its respective directors, officers, employees, representatives and agents shall not be liable for any loss or damage of whatsoever nature and

howsoever arising (including, but not limited to, the client's or any other person's injury or death, or any loss or damage to the client's or any other person's property) which the client or any such other person may incur or suffer as a result of or arising from the clients participation in the tour and any other activities undertaken on or during the tour, and the client irrevocably and forever releases and discharges the Company and its respective director, officers, employees, representatives and agents from any and all such liability.

The client furthermore indemnifies and holds the Company and its respective directors, officers, employees, representatives and agents harmless from and against any and all loss, damage, actions, proceedings, claims, demands and legal and other costs and expenses (including legal costs on an attorney and own client scale) of whatsoever nature and howsoever arising (including, but not limited to, the client's or any other person's injury or death, or any loss of or damage to the client's or any other person's property) which the client or any other such person may incur or suffer as a result of or arising from the clients participation in the tour and any other activities undertaken on or during the tour.

### **IMAGE USE DISCLAIMER**

All images used on this website are the property of Bugoli Adventures and may not be copied or used without permission.

### **TRANSPORTATION**

We use top quality Minbuses, 4x4 Landcrusers and Coasta Buses designed for bush drives and each participant on board is guarantees on board is guaranteed a window seat for best viewing and photographing opportunities, Unlike other companies that crowd guests into poorly maintained vehicles.

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