



*Sail adventures uganda*

*Taking on the pearl of africa*

OLD KAMPALA, KAMPALA, 10102

PH.: +256774049952

INFO@SAILADVENTUREUGANDA.COM

## **BOOKING TERMS & CONDITIONS**

### Booking Terms and conditions

by booking a Tour you acknowledge that you have read, understood and agree to be bound by these Terms. If you make a booking on behalf of other participants, you guarantee that you have the authority to accept these Terms on behalf of the other participants in your party.

### **1. THE BOOKING CONTRACT**

Your booking is confirmed and a contract exists when Sail Adventures Uganda tours and travel or your travel agent issues a written confirmation after receipt of the applicable deposit amount. Please check your confirmation carefully and report any incorrect or incomplete information to Sail Adventures Uganda tours and travel or authorized agent immediately. Please ensure that names are exactly as stated in the relevant passport. You must be at least 18 years of age to make a booking. You agree to provide full, complete and accurate information to Sail Adventures Uganda. The agreement becomes effective only after written confirmation of the booking by the other party within the agreed time frame and only after a 30% down payment or security deposit from the other party has been collected. For Gorilla permit booking, a full payment of USD 700 is to be paid.

### **2. BOOKING ON BEHALF OF OTHERS**

By booking on behalf of other participants, you are deemed to be the designated contact person for every participant included on that booking. This means that you are responsible for making all payments due in connection with your Tour booking, notifying Sail Adventures Uganda or your travel agent of any changes or cancellations are required and keeping your party informed. By booking on behalf of another person or persons, you represent and warrant that you have obtained all required consents. You are responsible for verifying that any information you provide on behalf of another participant is complete and accurate and Sail Adventures Uganda Tours will under no circumstances be liable for any errors or omissions in the information provided to complete a booking.

### **GENERAL PAYMENT TERMS**

30 % of the total sum is due 14 days after reservation, the final sum must be paid 30-40 days before the beginning of the tour. If the booking is done 30 – 14 days before arrival, the whole amount of the reservation is charged 14 days before arrival. If the reservation is done less than 14 days before arrival, the whole amount of reservation is charged immediately.

### **PAYMENT FOR ONLINE BOOKINGS**

When making the reservation in the online system, the first payment is charged immediately. Remaining sum must be paid latest 14 days before the beginning of the tour. The final sum is not charged automatically. The payment can be submitted with the invoice which is

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sent automatically to the e-mail address provided by the client/tour agent while making the booking. Payment can be done by credit card by contacting and authorizing the personnel in the sales office. Payment dates does not affect the terms and timelines of cancellation. The client carries all the charges in relation to the money transfer billed by the transferring bank. Net amount written on the invoice should be paid as written; client incurs any extra charges for the transfers.

### **COMPENSATION OF DAMAGE AND LOST ITEMS**

The client is responsible for the contents of the rented vehicle during the rental period or his/her belongings during the tour period. The client is liable to compensate Sail Adventures Uganda tours and travel for any damage caused to the rented vehicle or its contents during the rental period. Sail Adventures Uganda tours and travel is not responsible for the guest's personal belongings kept in a booked accommodation or other premises or which are left in the accommodation. Lost and found items are shipped to the client at the client expenses.

### **COMPLAINTS**

Any complaints about the tour, safari vehicle or the condition of the booked property must be expressed immediately after they arise. Urgent matters that need repair or fixing immediately by phone to 24 hour service number provided to you. You may also give feedback in writing by email.

### **REQUIRED MEDICAL INFORMATION**

You must provide any medical information reasonably requested by Sail Adventures Uganda tours and may be required to represent a complete medical information form. Medical Forms are mandatory for certain Tours. If you have any pre-existing medical conditions which may impact their ability to travel, participate in a Tour, travel to remote areas without access to medical facilities or may adversely affect the experience of others on your Tour, you must return a Medical Form, signed by a licensed and practicing physician to Sail Adventures Uganda Tours and travel prior to or at the time of final payment for the applicable booking.

Sail Adventures Uganda Tours and travel reserves the right to request further information or professional medical opinions where necessary, as determined in its discretion, for your safety or the safe operation of a Tour. Sail Adventures Uganda Tours and travel reserves the right to deny you permission to travel or participate in any aspect of a Tour at any time and at your own risk and expense where Sail Adventures Uganda Tours determines that your physical or mental condition renders you unfit for travel or you represent a danger to yourself or others.

Pregnancy is considered a medical condition and must be disclosed to Sail Adventures Uganda Tours and travel at the time of booking. Sail Adventures Uganda Tours and travel may refuse to carry pregnant women over 24 weeks. Sail Adventures Uganda Tours and travel may refuse to carry anyone with certain medical conditions if reasonable accommodation or alternatives cannot be arranged.

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In the event that you do not complete the required Medical Form or provide medical information reasonably required by Sail Adventures Uganda Tours and travel for any reason by the deadline indicated above, Sail Adventures Uganda Tours and travel reserves the right to cancel your booking and all applicable cancellation fees will apply. You are responsible for assessing whether a Tour is suitable for you. You should consult your physician to confirm your fitness for travel and participation in any planned activities. You should seek your physician's advice on vaccinations and medical precautions. Sail Adventures Uganda Tours and travel does not provide medical advice. It is your responsibility to assess the risks and requirements of each aspect of the Tour based on your own unique circumstances, limitations, fitness level and medical requirements.

Travel with Sail Adventures Uganda Tours and travel may involve visiting remote or developing regions, where medical care may not be easily accessible and medical facilities may not meet the standards of those found in your home country. The condition of medical facilities in the countries you may visit on your Tour varies and Sail Adventures Uganda Tours and travel makes no representations and gives no warranties in relation to the availability or standard of medical facilities in those regions.

### **SPECIAL REQUIREMENTS**

Any special requirements must be disclosed to Sail Adventures Uganda Tours and travel at the time of booking. Sail Adventures Uganda Tours and travel will use reasonable efforts to accommodate special requirements or requests but this is not always possible given the nature of the destinations visited and availability of options outside a planned itinerary. Certain activities may be inaccessible to you if your mobility is limited in any way. All food allergies and dietary restrictions must be disclosed to Sail Adventures Uganda Tours and travel at the time of booking but Sail Adventures Uganda tours and travel cannot guarantee that dietary need or restrictions can be accommodated. Any special requests or requirements do not form part of these Terms or the contract between you and Sail Adventures Uganda Tours and travel and Sail Adventures Uganda Tours and travel is not liable for any failure to accommodate or fulfill such requests.

### **PRICES, SURCHARGES AND TAXES**

The published price of the Tour and any products or services offered by Sail Adventures Uganda Tours and travel is subject to change at any time, before or after booking confirmation, up to 30 days before departure. Tours are priced and advertised exclusive of applicable sales taxes. After a confirmation invoice has been issued by Sail Adventures Uganda Tours and travel, Sail Adventures Uganda Tours and travel reserves the right to impose surcharges on any products or services booked for reasons arising from increases in transportation costs, fuel costs, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airport charges, local operator costs, currency and exchange fluctuations, increases in taxes, or government action which impacts the price of the applicable products or services; provided however, Sail Adventures Uganda Tours and travel only do so

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where the increase in question is greater than 2% of the original price paid for the products or services (excluding add-ons, insurance, and taxes). Upon learning of the necessity to impose a surcharge in accordance with this section Sail Adventures Uganda Tours and travel will provide notice to you as soon as reasonably possible.

Where the increase in price is greater than 7% of the original price of the applicable products or services (excluding add-ons, insurance and taxes), you may choose to either:

- (a) Cancel the applicable booking without incurring any penalty; or
- (b) Accept the change of price.

You must notify Sail Adventures Uganda Tours and travel of your choice within 14 days of receipt of notice of the increase or you will be deemed to have accepted the price change and will be liable for payment of the increase.

From time-to-time Sail Adventures Uganda Tours and travel may offer reduced pricing on certain products or services. Reduced pricing applies only to new bookings. Bookings where payment of at least a deposit has been received Sail Adventures Uganda Tours and travel is not entitled to reduce pricing.

### **MANDATORY INSURANCE REQUIREMENTS**

This insurance must cover personal injury and emergency medical expenses. On the first day of each Tour, a representative of Sail Adventures Uganda Tours and travel will verify that you have sufficient insurance in place. You are strongly recommended to extend your coverage to include cancellation, curtailment, and all other expenses that may arise as a result of loss, damage, injury, delay or inconvenience while traveling. You acknowledge that insurance coverage is not included in the cost of any Tour offered by Sail Adventures Uganda Tours and travel and you are required to obtain separate coverage at an additional cost. It is your responsibility to ensure that you have sufficient coverage and comply with the terms of the applicable insurance plans. You are responsible for advising your insurer of the type of travel, destination(s) and activities included in your booking so that the insurer may provide appropriate coverage.

### **DETAILS REQUIRED FOR BOOKING**

As a condition of booking, you must provide the information requested by Sail Adventures Uganda Tours and travel along with final payment. If you fail to provide all required information prior to the date on which full payment is due, an administrative fee will be charged for any costs incurred by Sail Adventures Uganda Tours and travel as a result of your failure to provide the required information. If you fail to supply information required by Sail Adventures Uganda Tours and travel for air tickets, permits, or other inclusions, you will also be liable for

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any costs, fees or losses including failure to obtain or provide that inclusion. In the event that you fail to supply information required by Sail Adventures Uganda Tours and travel, Sail Adventures Uganda Tours and travel also reserves the right to treat your booking (or the relevant component of your booking) as cancelled and levy any cancellation fees deemed reasonable by Sail Adventures Uganda Tours, in its sole discretion. The information required by Sail Adventures Uganda Tours and travel will vary by Tour and will be communicated to you or to the Tour Operator's authorized agent during the booking process. Sail Adventures Uganda Tours and travel will not be held responsible for any fees you incur as a result of errors, omissions, inaccuracies, late, misplaced or otherwise incomplete information you have provided.

### **CANCELLATION BY THE PARTICIPANT**

A client may cancel their booking by notifying Sail Adventures Uganda Tours and travel. The applicable cancellation fees shall be determined with reference to the date on which the request to cancel is received by Sail Adventures Uganda Tours and travel and are expressed hereinafter as a percentage of the total price paid for the cancelled tour.

- (a) Cancellation received 35 days or more before the tour starts: No Cancellation Fees will be charged
- (b) Cancellation received 11 – 34 days before the tour starts: 30% Cancellation Fee will be charged
- (C) Cancellation received 3 – 10 days before the tour starts: 50% Cancellation Fee will be charged
- (d) Cancellation received within 48hrs before the tours starts: 100% Cancellation Fee will be charged
- (e) Tailor-made tours may be subject to alternative cancellation terms, which will be communicated to applicable clients at the time of booking.

### **GUARANTEED DEPARTURES & CANCELLATION OF A TOUR BY THE TOUR OPERATOR**

A departure date for a Tour offered by Sail Adventures Uganda Tours and travel will become a guaranteed departure when at least one booking secured by a valid deposit has been made on that departure.

Sail Adventures Uganda Tours and travel guarantees that all scheduled Tour departures booked and secured with a valid deposit will depart as indicated on the applicable confirmation, subject to reasonably itinerary changes as described in these Terms or good faith health and safety concerns. This guarantee is not applicable in the case of Force Majeure. Up to date Tour and itinerary information is available on Sail Adventures Uganda Tours website or by contacting Sail Adventures Uganda Tours and travel. Brochures and other printed materials displaying Tour

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information and departure dates are subject to change may not be relied upon for purposes of this guarantee.

If a Tour is cancelled by Sail Adventures Uganda Tours and travel before the date of departure for reasons other than Force Majeure and the cancellation is not caused by your fault or negligence, you will have the choice of accepting from Sail Adventures Uganda Tours and travel:

- (a) A substitute Tour of equivalent or superior value; or
- (b) a substitute Tour of lesser value if no Tour of equivalent or superior value is reasonably available and to recover from the Tour Operator the difference in price between the price of the Tour originally purchased and the substitute Tour; or
- (c) A full refund of all monies paid for the cancelled Tour.

Sail Adventures Uganda Tours and travel is not responsible for any incidental expenses or consequential losses that you incur as a result of the cancelled booking including visas, vaccinations, non-refundable flights or rail, non-refundable car parking or other fees, loss of earnings, or loss of enjoyment, Sail Adventures Uganda Tours reserves the right to issue a full refund in lieu of the choices above, in its sole discretion. Where a significant element of a Tour as described cannot be provided after departure, Sail Adventures Uganda Tours and travel will make suitable alternative arrangements where possible. If it is not possible to provide a suitable alternative or if you reasonably reject any suitable alternatives Sail Adventures Uganda Tours and travel may provide you with a refund for unused products or services as determined in its discretion.

## **TRAVEL DOCUMENTS**

It is your responsibility to obtain information and to have in your possession all the required documentation and identification required for entry, departure and travel to each country or region. This includes a valid passport and all travel documents required by the relevant governmental authorities including all visas, permits and certificates (including but not limited to vaccination or medical certificates) and insurance policies. You must have a passport that is valid 6 months after the last date of travel with Sail Adventures Uganda Tours and travel as set out on your itinerary. You accept full responsibility for obtaining all such documents, visas and permits prior to the start of the Tour, and you are solely responsible for the full amount of costs incurred as a result of missing or defective documentation. You agree that you are responsible for the full amount of any loss or expense incurred by Sail Adventures Uganda Tours and travel that is a direct result of your failure to secure or be in possession of proper travel documentation. Sail Adventures Uganda Tours and travel does not provide advice on travel documents and makes no representations or warranties as to the accuracy or completeness of any information provided on visas, vaccinations, climate, clothing, baggage, or special equipment

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and you agree that Sail Adventures Uganda Tours and travel is not responsible for any errors or omissions in this information.

### **FLEXIBILITY & UNUSED SERVICES**

You acknowledge that the nature of adventure travel requires flexibility and acknowledges that they will permit reasonable alterations to products, services or itineraries by Sail Adventures Uganda Tours and travel. The route, schedules, accommodations, activities, amenities and mode of transportation are subject to change without notice due to unforeseeable circumstances or events outside the control of African skimmer (including but not limited to Force Majeure, illness, mechanical breakdown, flight cancellations, strikes, political events and entry or border difficulties). No reimbursements, discounts or refunds will be issued for services that are missed or unused after departure due to no fault of Sail Adventures Uganda Tours and travel, including your removal from a Tour because of your negligence or breach of these Terms.

### **THE TOUR OPERATOR IS NOT LIABLE FOR THIRD PARTY SUPPLIERS**

Sail Adventures Uganda Tours and travel makes arrangements with accommodation providers, activity providers, airlines, cruise lines, coach companies, transfer operators, shore excursion operators, tour and local guides, and other independent parties (“Third Party Suppliers”) to provide you with some or all of the components of your booking. Third Party Suppliers may also engage the services of local operators and sub-contractors. Although Sail Adventures Uganda Tours and travel takes all reasonable care in selecting Third Party Suppliers, Sail Adventures Uganda Tours and travel is unable to control Third Party Suppliers, does not supervise Third Party Suppliers and therefore cannot be responsible for their acts or omissions. Any services provided by Third Party Suppliers are subject to the terms and conditions imposed by these Third Party Suppliers and their liability is limited by their tariffs, conditions of carriage, tickets and vouchers and international conventions and agreements that govern the provision of their services. These may limit or exclude liability of the Third Party Supplier. You acknowledge that Third Party Suppliers operate in compliance with the applicable laws of the countries in which they operate and Sail Adventures Uganda Tours tour and travel does not warrant that any Third Party Supplier is in compliance with the laws of your country of residence or any other jurisdiction.

### **RISK**

At all times the decision of the tour leader or representative will be final on all matters likely to endanger the safety and well-being of the tour. You must at all times strictly comply with all laws, customs, and foreign exchange and drug regulations. Should you fail to do so then you may be ordered to leave the tour without any refund and without any legal claim against us.

### **AMENDMENTS**

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If you wish to make any alterations to your holiday we will make every effort to accommodate these, but cannot guarantee that this will be possible. If alterations you request are possible, these will be subject to any additional costs or charges imposed by the relevant supplier, and a sum of USD\$100 to cover our administrative costs. Requests for amendments must be made in writing by the person who signs the booking form. Sail Adventures Uganda Tours and travel recommends that all clients refer to the Terms and Conditions prior to their travel to familiarize themselves with the most up-to-date version of the Terms and Conditions. If we accept a request to transfer you from one tour to another you will be liable for any costs imposed on us by our suppliers for the cancellation of your original tour. We also reserve the right to charge an administration fee of 20% of the value of the first tour booked, payment of which would be required before we confirm you're booking for the alternative tour.

### **INCLUSIONS**

The land price of your trip includes:  
All accommodation as listed in the Essential Trip Information  
All transport listed in the Essential Trip Information  
Sightseeing and meals as listed in the Essential Trip Information  
The services of a group leader as described in the Essential Trip Information

### **PASSPORT AND VISAS**

You must carry a valid passport and have obtained all of the appropriate visas, permits and certificates for the countries which you will visit during your trip. Your passport must be valid for 6 months beyond the duration of the trip. It is your responsibility to ensure that you are in possession of the correct visas, permits and certificates for your trip; please refer to the Essential Trip Information for details. We are not responsible if you are refused entry to a country because you lack the correct passport, visa or other travel documentation.

### **SEVERABILITY**

In the event that any term or condition contained in these Booking Conditions is unenforceable or void by operation of law or as being against public policy or for any other reason than such term or condition shall be deemed to be severed from this contract or amended accordingly only to such extent necessary to allow all remaining terms and conditions to survive and continue as binding.

### **PHOTOS AND MARKETING**

You consent to us using images of you taken during the trip for advertising and promotional purposes in any medium we choose. You grant us a perpetual, royalty-free, worldwide, irrevocable license to use such images for publicity and promotional purposes.

### **EXPELLING TOUR MEMBERS**

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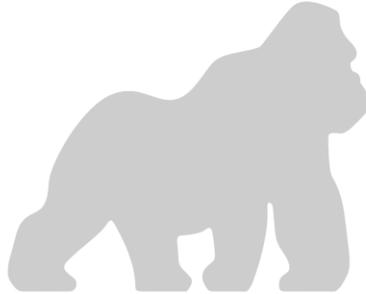
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We reserve the right to withdraw services and expel from any tour any person who is causing risk to themselves or the environment, or negatively impacting on others' enjoyment of their tour. In the event that this occurs, you agree that you will not be entitled to a refund of any sort and that you will be fully responsible for your travel arrangements from the point of expulsion.

### **PRIVACY POLICY**

Any personal information that we collect about you may be used for any purpose associated with the operation of a Trip or to send you marketing material in relation to our events and special offers. The information may be disclosed to our agents, service providers or other suppliers to enable us to operate the Trip. We will otherwise treat your details in accordance with our privacy policy (available for viewing on our Website).



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