

RWENZORI TREKKING SERVICES
TERMS AND CONDITIONS

1) The client who signifies his acceptance of a booking does so on behalf of himself and persons under his authority, which means that all are bound by these terms and conditions (these terms) of the Rwenzori trekking Services as if they had individually made the application themselves.

2) All estimates or quotations provided by, or bookings made with Rwenzori Trekking Services are subject to these terms.

3) A non-refundable deposit of 25% of the trekking fees or tour cost should be made to fully confirm the date of Trekking, however in the case where the client fully books other tours in addition to the trekking in the Rwenzori for example gorilla trekking, the full price of the gorilla must be paid before the booking and confirmation.

4) The full amount payable by the client to Rwenzori Trekking Services shall be fully payable prior to commencing of any trek or tour.

5) For where the client has booked additional tours and the client wishes to amend his booking at any stage, either in form of date change, itinerary change or any other change whatsoever, Rwenzori Trekking Services reserves the right to charge an amendment fee per booking.

6) If a booking is cancelled then over and above such cancellation fees as each airline may charge and for which the client will be liable, the following will apply:-

6a) Cancellation prior to seven (7) days before the trek or our tour, Rwenzori Trekking Services shall retain the full deposit of 25% plus as any payments for the gorilla or chimpanzee permits at the discretion of UWA to refund the payment or the permit may be resold and the monies refunded to the client. If a cancellation is effected after seven (7) days, prior to the date of trekking or tour, then the client forfeits the entire payment of the trek or tour.

6b) Cancellation Instigated by Rwenzori Trekking Services who reserves the right and shall be entitled to cancel any tour or product sold prior to departure. Rwenzori Trekking Services shall be obligated to refund all amounts received by it and the client, who shall have no further claim of any nature whatsoever against Rwenzori Trekking Services arising out of such cancellation.

7) Should a client fail to join a tour or fail to use the accommodation or services booked by Rwenzori Trekking Services on their behalf, for any reason whatsoever, no refund or liability will be accepted by Rwenzori Trekking Services.

8) Rwenzori Trekking Services provides clients with travel and or other services either itself or acting as agents or principals engaged in or associated with the travel industry , such as airlines, Rwenzori Trekking Services Ltd represents such principals as agents only and accordingly accept no liability for any loss, damage, injury or death which any client may suffer as a result of any act or omission on the part or the failure of such principals to fulfill their obligations, whether in relation to travel arrangements, accommodation or otherwise. The contract in use by such principals (which is often constituted by the tickets issued by the principal), shall constitute the sole contract between the principal and any right of recourse the client may have will be solely against such principal.

9) **Medical and repatriation insurance is compulsory for all Rwenzori Trekking Services bookings**, it is the clients responsibility to arrange such insurance. If trekking, clients should ensure that their insurance covers them for altitudes of up to 5109m as many insurance companies offer up to 4000m. It is strongly recommended that clients also take insurance to cover emergency travel and accommodation, lost baggage and any other cover the client may deem necessary. Other than compulsory insurance, the decision of which insurance cover he/she obtains is solely the responsibility of the client.

10) The client acknowledges that it is solely his/her responsibility to ensure that he/she is in possession of the necessary travel documents that maybe required in respect of the proposed tour and itinerary as well as all health and other certificates that maybe required from time to time . Rwenzori Trekking Services will endeavor to assist the client but such assistance will be at Rwenzori Trekking Services discretion and the client acknowledges that in doing so. Rwenzori Trekking Services is not assuming any obligation or liability and the client indemnifies Rwenzori Trekking Services against any consequences of not doing so.

11) It is recorded that the contract may contemplate tour or journey to an area(s) where the client maybe exposed to danger and the client has agreed to execute a waiver of rights against Rwenzori Trekking Services Ltd, its principals and others have an integral part of these terms. The client (which shall be deemed to include the heirs, executors, administrators or assigns of the client) does hereby irrevocably waive and abandon all and whatsoever nature and howsoever arising which may be sustained directly or indirectly by the client in consequence of any act of omission or commission by Rwenzori Trekking Services Ltd or other in consequence of the conclusion of the contract and the client undertaking the tour/ journey contemplated in the contract (which will comprise of these terms and the booking confirmation Form). In no way derogating from the fore going, the client hereby indemnifies, holds harmless and absolves Rwenzori Trekking Services Ltd, its principals or others, from all and whatsoever claims which may be tenable by the client as aforesaid, irrespective of the nature thereof and howsoever arising.

12) The client agrees that he/she will at all times comply with the Rwenzori Trekking Services Ltd and Uganda Wildlife Authority rules and regulations or any other requirements in regards to his/her conduct and he/she will not in any way constitute a nuisance to any other passenger on the tour.

13) When the client is travelling with persons under his/her authority, he/she warrants that he/she is authorised to bind every member to the terms of the contract.

14) These terms constitute the entire terms of the relationship between the parties. There exists no other term, conditions, warranties, representations, guarantees, promises, undertaking or inducements of any nature whatsoever regulating the relationship, and the client acknowledges that he/she has not relied on any matter or thing on behalf of Rwenzori Trekking Services Ltd or otherwise that is not included herein.

15) Clients who have special request must specify such requests to Rwenzori Trekking Services Ltd in writing when booking. Whilst Rwenzori Trekking Services Ltd will always endeavor to accommodate such requests, it does not guarantee that it will always be possible.

16) No amendment cancellation or waiver of any term or right referred to herein shall be valid or binding unless reduced to writing and signed by both the client and a duly authorised representative of Rwenzori Trekking Services Ltd.

17) All clients will be required to sign a waiver and Rwenzori Trekking Services Ltd will under no circumstances be liable for any claim whatsoever, unless such claim is due to gross negligence of Rwenzori Trekking Services Ltd and such claim is lodged in writing with Rwenzori Trekking Services Ltd

Within fourteen (14) days after the end of the tour. Such liability will be subject to a limitation of \$1000 per client and under no circumstances will Rwenzori Trekking Services be liable for any indirect or consequential loss or damage.

18) Ugandan law and Jurisdiction of Uganda courts will govern the relationship between the client and Rwenzori Trekking Services Ltd.

19) The client will be liable for all legal fees on an attorney and own client scale in the event that Rwenzori Trekking Services Ltd has to engage a lawyer to enforce any of its rights or otherwise.

20) All agents should ensure that their clients or any guide employed by them fully understands the full itinerary and carries a copy for confirmation of activities.