



**GREEN AND LUSH ADVENTURES LTD**

**Standard company Terms and Conditions for booking a Safari/Tour, Event, Hotels and Excursions.**

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These Terms and Conditions govern the relationship between you - the CLIENT, and Green and Lush Adventures - the OPERATOR. You agree to be bound by these Terms and Conditions.

Please be sure to carefully read these terms and conditions and make sure you understand your rights and obligations as well as our rights and obligations.

**1. Interpretation:** <sup>L</sup><sub>SEP</sub> As used herein, the words:

1.1 "OPERATOR" means: Green and Lush Adventures. And/or any other tour or safari operator, carrier or person appointed by Green and Lush Adventures to perform services in connection with the SAFARI.

1.2 "SAFARI" means: The packaged tour, event, safari, adventure, excursion, accommodation or conference advertised or conducted by the OPERATOR.

1.3 "CLIENT" means: The CLIENT of the OPERATOR and, in the case of a GROUP, each member of the GROUP.

1.4 "GROUP" means: Two or more persons who have been booked together for a SAFARI as a group and may join with another group or groups.

**2. Environmental Engagement:**

2.1 The CLIENT agrees and undertakes that whilst on SAFARI he/she will not damage the environment by picking wild flowers and other vegetation, littering, bathing with soaps and detergents in the lakes or rivers or use insecticides other than those specified by the OPERATOR. Should the OPERATOR require no smoking, the CLIENT undertakes to abide by the OPERATOR's decision.

2.2 The CLIENT undertakes to behave in a quiet, responsible, respectful and peaceful manner showing consideration to other CLIENTS, communities and wildlife.

**3. OPERATORS Instructions:** The CLIENT hereby agrees to adhere to all instructions given by the OPERATOR and employees and agents of the OPERATOR (whether given verbally by the guide, displayed on notices in vehicles, published in leaflets or other documentation) during the SAFARI including:

3.1 to remain seated in vehicles whilst in transit;

3.2 not to leave vehicles in dangerous areas such as in game reserves unless under the explicit direction of the tour guide to do so;

3.3 to carry out activities around designated camp sites and picnic spots and to remain within the confines of other areas specified or pointed out by the OPERATOR;

3.4 to take all safety measures to avoid hazards such as fire;

3.5 not to over speed or go off the designated track while in the National Park or Game Reserve unless under instruction from the game ranger or tour guide;

3.6 not to interfere with wildlife while on a SAFARI such as blocking the animals' paths, hooting unnecessarily, going past the agreeable proximity/distance designated for animal viewing. The CLIENT should note that feeding of wild animals is prohibited and breach will cause heavy penalties.

#### **4. Luggage and Equipment:**

The CLIENT warrants that neither his/her luggage, equipment nor other goods, which the OPERATOR is to transport, shall contain any flammable, hazardous, illegal or dangerous articles. The OPERATOR may in its discretion and without giving any reason therefore refuse to carry a CLIENT's luggage and/or photographic equipment and/or any other goods at any time.

#### **Domestic Fly-in Safaris/Tours:**

Each CLIENT shall be entitled to no more than one (1) light bag weighing no more than 20 kilograms. This includes camera bags. Space for additional luggage can be purchased if required but advance notification of at least 14 days is required to guarantee additional space.

#### **5. Reservation & Payment:**

5.1 Payments of all amounts due to the OPERATOR shall be made free of exchange and any other charges at the OPERATOR's address account in Uganda shillings/U.S. dollars or such currency acceptable to the OPERATOR's bankers and without demand and free of any deduction set-off on the due date for payment.

Any amount not paid on due date shall bear interest at the rate of 2% per month from the date it falls due until the date it is paid.

5.2 A deposit of 20% is required to secure a reservation within fourteen days after the CLIENT has accepted the OPERATOR's offer and this can be done through written communication by email or other written communication of the booking. To secure reservations on a safari departing within 60 days, a full payment is required at the time of booking. Final payment for all SAFARIS is due at least 6 weeks prior to departure, unless otherwise stated.

5.3 Acceptance by the OPERATOR of the deposit shall not constitute acceptance by the OPERATOR of the booking. Acceptance by the OPERATOR of the booking shall be evidenced by the forwarding to the CLIENT or his agent an invoice/receipt indicating the amount due and/or owing by the CLIENT to the OPERATOR and the document shall constitute the contract which shall deem to have been concluded where the OPERATOR carries on business.

5.4 The CLIENT, having placed his/her booking shall not be entitled to withdraw or cancel the same without the operator's written consent first and obtained thereto. Refer to the Cancellation Policy clause.

5.5 The SAFARI includes transportation by vehicles or aeroplane, accommodation, food and drink, tour guides and other services or as specified in accordance with the itinerary issued by the OPERATOR.

5.6 The quoted SAFARI packages shall not include; costs of obtaining passports, visas, travel & medical insurance, excess luggage charges, items of a personal nature such as drinks, laundry, communication (calls, faxes, emails, etc.) international airport departure tax (to be paid in U.S. dollars or acceptable foreign currencies), deviations from the SAFARI, and gratuities/appreciation to safari directors, tour leaders, drivers/guides, rangers and trackers.

5.7 The OPERATOR accepts Payments via Real Time Gross Settlement or Electronic Funds Transfer (RTGS/EFT). The details of the OPERATOR's bank account would be sent to the CLIENT when payment

is due. Credit cards accepted are: Visa Debit card. Credit Card payments carry a 5% service fee. Once the CLIENT's booking is confirmed the OPERATOR will share a link that directs the CLIENT to a secure online payment system. Mobile Money transfers are also accepted and the OPERATOR will provide details to facilitate such transfers. The CLIENT accepts to top-up the required transactional charges when executing a mobile money transfer.

## **6. Cancellation Policy & Refunds:**

6.1 Cancellation of a SAFARI must be done in writing. The OPERATOR shall not accept cancellations made by Phone. Cancellation charges will be calculated as of the date the OPERATOR receives the cancellation notice.

6.2 Cancellation charges and refunds shall be calculated in accordance with these Terms and Conditions and the OPERATOR's cancellation policy.

6.3 Any applicable refunds will be returned to the CLIENT in the manner in which payment was made, and processed within 30 days of receipt of the cancellation.

6.4 Cancellation of a SAFARI is to be in writing and is only effective on receipt of such notification. Refunds will be at the discretion of the OPERATOR regardless of the reason for cancellation.

6.5 Cancellation more than **91 days** prior to the SAFARI start date, 100% of the deposit is refunded less of bank charges.

6.6 Cancellation between **90 days – 60 days** before the SAFARI start date, 50% of the deposit is forfeited.

6.7 Cancellation more than **59 days – 31 days** before the SAFARI start date, 25% of the full fee may be refunded.

6.8 Less than **30 days** (and no shows) – no refund will be expected.

6.9 No-shows, cancellation of a SAFARI after departure date, or a CLIENT leaving a SAFARI already in progress, will not receive any refund for the remaining portion of the Safari. There is no right to a refund for any unused services.

6.10 Depending on the reason for cancellation, the CLIENT may be able to reclaim these cancellation charges (less any applicable excess) under the terms of any travel insurance that the CLIENT may have purchased. Claims must be made directly to the insurance company concerned. The OPERATOR will not accept responsible for factors that lead to the cancellation of the SAFARI.

6.11 All cancellations made later than FOURTEEN days after booking are subject to a non-refundable fee of 300 US Dollars (effective with reservations on or after Jan 1, 2018). Cancellations made within 14 days after booking will be subject to the same fee, unless the reason for canceling given at the time of cancellation is the CLIENT's rejection of these Terms and Conditions. This fee reflects only the OPERATOR's costs of administering a reservation.

Changes in the responsibility clause can be made only in writing signed by the OPERATOR. Charges shown include the 300 US Dollars administrative fee.

## **7. Hotel, Lodges & Camps Payment and Cancellation Policy**

7.1 Payment Terms; <sup>[[SEP]]</sup>Hotel/ Camps/ Lodges Reservation Bookings are confirmed upon receipt of a 50% deposit of the quoted reservation cost. Balance payable in full 30 days prior to arrival date. Full Payment is required if less than 30 days.

7.2 Cancellation Policy; <sup>[[SEP]]</sup>**More than 120 days** prior to reservation, the deposit is returned less of bank charges<sup>[[SEP]]</sup>**120 days to 45 days** - 20% deposit forfeited<sup>[[SEP]]</sup>**44 days to 31 days** - 50% forfeited<sup>[[SEP]]</sup>**Less than 30 days** (and no shows) – No refund.

Important Note: Third Parties that the OPERATOR would have paid already (any hotel, lodge or other

supplier) may have higher cancellation penalties, in which case the third parties' cancellation policy will apply.

## **8. Pricing Policy**

8.1 The OPERATOR reserves the right to cancel reservations that are not paid in full at any time after final payment is due, in which case cancellation charges will apply.

8.2 Cost of the SAFARI includes prices per person and is based on double occupancy. NOTE that the OPERATOR'S prices include Domestic airline/car hire fees, and fuel surcharges and any other related ground-handling fees.

8.3 While every effort has been made to produce accurate pricing information. The OPERATOR reserves the right to correct promotional or pricing errors at any time, or to increase the SAFARI cost in the event of cost increases due to changes in airfares, currency fluctuations, Park fee increases, taxes, or fuel surcharges, or other reasons. This will not affect CLIENTS that pre-paid according to the terms prior to the cost increase going into effect.

8.4 Packages include planning, ground-handling and operational charges, are based on the current rate of exchange and tariff as of 31st December 2017. Prices may be revised in the event of an increase in foreign exchange or tariff rates. The OPERATOR shall accept dollar bills from 2009 onwards. The banks and forex bureaux shall not accept bills that have been written on or damaged.

## **9. Insurance:**

9.1 It shall not be obligatory upon the OPERATOR to arrange insurance on behalf of the CLIENT except upon express instructions given in writing by the CLIENT and any insurances effected by the OPERATOR shall be subject to the usual exceptions and conditions of the policies of the insurance company or underwriters undertaking the risk.

9.2 The OPERATOR shall be entitled to arrange insurance on an open or general policy. Should the

insurer dispute their liability for any reason, the CLIENT shall have recourse against the insurer only and the OPERATOR shall not be under any responsibility or liability in relation thereto, notwithstanding that the premium upon the policy may not be at the same rate as that charged by the OPERATOR or paid to the OPERATOR by its client. The exemptions, limitations of liability and claims procedures referred to herein shall not restrict the CLIENT's right to have recourse against the insurer for the legal liability of the OPERATOR to the CLIENT.

#### **10. Photographs and Videos:**

The OPERATOR reserves the right, without giving further notice, to make use of any photographs or videos taken of the CLIENT during the SAFARI for general publicity purposes without payment or further permission from the CLIENT. Any CLIENT who has an objection to this should inform the OPERATOR in writing in advance of the SAFARI that he/she does not wish to be photographed or filmed for such purposes.

#### **11. Breach and Nuisance:**

If the CLIENT breaches any obligation in terms of this agreement or if the CLIENT constitutes a nuisance to the OPERATOR or any other CLIENT, the OPERATOR shall be entitled to terminate the CLIENT's group and refuse to permit the CLIENT or any member of his group to continue with the SAFARI. In these circumstances the CLIENT or any member of his group, at his/her cost and responsibility shall make his/her own travelling arrangements from the point of termination. In these circumstances, the OPERATOR shall not be liable to make any refund to the CLIENT and the latter will have no claim for transport of any nature whatsoever against the OPERATOR.

#### **12. Early Termination and Deviations:**

12.1 If for any reason, including illness or injury, the CLIENT no longer wishes to continue with the SAFARI, then the CLIENT at his/her cost shall make his/her own travelling arrangements as the CLIENT so chooses. If the OPERATOR is obliged to deviate from the proposed route as a consequence of injury or illness of the CLIENT or member of his group or for such other reason as a CLIENT may require, that



CLIENT shall be responsible for all additional costs arising out of the deviation.

12.2 It is important to note that during the course of a SAFARI, weather, road conditions, mechanical breakdown or any other unforeseen circumstances beyond the control of the OPERATOR can influence the performance of a SAFARI. These eventualities may result in certain activities such as game drives or boat cruises or other activities listed in the itinerary not being undertaken. Where such activities are not undertaken there shall be no refund although every endeavor shall be made to avoid such cancellation of activities. Although setbacks are rare considering some African safari conditions, the policy (without limiting the foregoing exclusions and exemptions) in such events is to provide vehicles free of charge, all camping equipment and personal services. But personal expenses, meals, alternative accommodation and all resulting costs, including the costs of flying home are to be borne by the CLIENT. It is recommended that the CLIENT take out travel insurance for this eventuality.

12.3 After the SAFARI, the CLIENT has the liberty to travel on his/her own wherever he/she chooses. The CLIENT will be responsible for confirming his/her international flight back to their country and transfer to the airport. All arrangements for extension travel must be requested in writing no later than 45 days prior to departure. Confirmation information will be available approximately 30 days before the CLIENT's departure.

12.4 All traveler requests, including extension, preferred air schedules, and special accommodations, are subject to availability and are not guaranteed, and charges may apply. If the OPERATOR cancels any optional extension that the CLIENT has purchased, the CLIENT will receive a refund of the amount paid for the extension.

12.5 Cancellation charges will apply where a CLIENT decides to cancel the main or remaining portion of their SAFARI. The OPERATOR reserves the right to cancel or shorten a trip without notice, in which event the CLIENT's sole remedy shall be a prorated refund for any unused portion of the SAFARI.

### **13. Indemnity Clause:**

13.1 The CLIENT hereby indemnifies and doesn't hold the OPERATOR:

- (a) against any claim which may be made by the CLIENT's dependents or any member of his/her group; and
- (b) against any damage or loss that the OPERATOR may suffer through any act or omission of the CLIENT howsoever caused.
- (c) against any damage or loss of the CLIENT's property during a SAFARI. It is the client's responsibility to ensure that his/her property is safe at all times.

13.2 The CLIENT hereby agrees to sign any reasonable further indemnity provided for at national parks, game reserves and historical sites and to conform with national park regulations, game reserve regulations and historical site regulations and customs, immigration and health regulations of the territories or countries to be visited or traversed. If the CLIENT is restrained and is unable to continue the SAFARI for any reason whatsoever by the authorities in any country, he/she shall have no claim for further carriage or rebate against the OPERATOR.

### **14. General:**

14.1 These standard terms and conditions contain the entire terms of the agreement between the OPERATOR and the CLIENT.

14.2 Neither party shall be bound by any condition, warranty, representative or undertaking of any kind, whether express or implied, except as set forth in these conditions of contract.

14.3 No purported amendment or modification of these conditions of contract shall be valid unless in writing and signed by the OPERATOR.

14.4 The failure of the OPERATOR at any time to require performance of any provision of these conditions of contract shall not affect the right of the OPERATOR to require performance of that provision or of any other provision in the future. No waiver by the OPERATOR with respect to a breach of any provision of these terms shall be construed as a waiver with respect to any continuing or subsequent breach of that provision, or as a waiver of any other right under this contract.

14.5 Any dispute arising out of the SAFARI shall be governed and construed according to the laws of the Republic of Uganda.

14.6 The OPERATOR considers that the contents of its brochures, pamphlets and other advertising material is correct at the time of printing and services described therein are subject to change or withdrawal without further notice.

## **15. Responsibility Clause**

15.1 The OPERATOR and all its employees, shareholders, officers, directors, does not own or operate any entity which is to or does provide goods or services for the CLIENT's SAFARI, including, for example, lodging facilities, transportation companies, local ground or safari operators, including, without limitation, various entities which may be affiliated with the OPERATOR and/ or which may utilize the OPERATOR's name, guides, food and drink service providers, equipment suppliers, etc.

15.2 As a result, the OPERATOR is not responsible for any negligent or willful act or failure to act of any person or entity it does not own or control, or for any act or inaction of any other third party not under its control.

15.3 Without limitation the OPERATOR is not liable for any direct, indirect, consequential, or incidental damage, injury, death, loss, accident, delay, inconvenience or irregularity of any kind which may be occasioned by reason of any act or omission beyond its control, including, without limitation any willful or negligent act or failure to act or breach of contract or violation of local law or regulation of any third party

such as an airline, train, hotel, bus, ferry/boat, taxi, van, safari operator or local ground handler whether or not it uses the OPERATOR'S name, and/ or restaurant which is, to, or does supply any goods or services for the SAFARI.

15.4 The OPERATOR is not responsible for any loss, injury, death or inconvenience due to delay or changes in schedule, overbooking of accommodation, default of any third party, attacks by animals, sickness, the lack of appropriate medical care, evacuation if necessary, weather, strikes, acts of God or government, acts of terrorism, force majeure, war, quarantine, criminal activity, or any other cause beyond its control.

15.5 Luggage is at owners' risk throughout the SAFARI unless insured. The right is reserved to alter or cancel the itinerary, at the OPERATOR's sole discretion, as may be deemed necessary or advisable. The OPERATOR reserves the right to decline to accept or retain any passenger on any of its SAFARI if, in its sole discretion, it deems retaining any such passenger as being detrimental to the SAFARI.

15.6 In the event that a CLIENT is removed from a trip, the OPERATOR'S only obligation is to refund to the CLIENT that portion of the payment allocable to unused services. Sample airfares are Special/Promotional Fares and cannot be combined with any other promotional fares or offers. All airfares and conditions are subject to change.

15.7 The OPERATOR will not take responsibility for a CLIENT that misses his/her flight due to delays caused by the CLIENT's negligence. Scheduled airline flights occasionally are subject to overbooking, delay or cancellation. If this occurs, the OPERATOR will use its best efforts to assist the CLIENT find an alternative arrangement. The OPERATOR, however, is not responsible for any such events and the costs therein.

15.8 Travel plans are made entirely at the CLIENT's risk and the OPERATOR will not accept responsibility for any missed flights, flight cancellations, delays, lost Luggage, transport or traffic delays, bad weather, illness/deaths, family matters or any other circumstances that may necessitate cancellation or

amendments to travel plans. The CLIENT should ensure he/she has adequate travel insurance in place to cover for any eventuality.

## **16. CLIENT Health and Documentation**

16.1 The CLIENT warrants and acknowledges that his/her general health is good and that there is nothing that renders him/her unfit to undertake a SAFARI. The CLIENT acknowledges that it is his/her responsibility to ensure that he/she is in possession of the necessary travel documents and has complied with all health and other regulations that may be required in respect of the proposed SAFARI.

16.2 The CLIENT must advise the OPERATOR in writing, at or prior to booking, of any physical, emotional or mental condition that (a) may affect the ability of his/her participation in a SAFARI; (b) may require professional attention during the SAFARI; or (c) may require the use of special equipment. If any such condition arises after the SAFARI is booked, the CLIENT must advise the OPERATOR in writing immediately.

16.3 The OPERATOR reserves the right to decline or cancel the CLIENT's reservation, or to remove the CLIENT from an ongoing trip, if the OPERATOR reasonably determines that the CLIENT's condition would adversely affect the health, safety, or enjoyment of the CLIENT or of other participants. If the OPERATOR removes the CLIENT from a SAFARI in progress pursuant to this paragraph, the CLIENT will not be entitled to any refund of the SAFARI price and the OPERATOR shall have no further liability.

16.4 The CLIENT must be accompanied by an able companion. If a CLIENT requires special equipment or treatment, he/she must bring and be responsible for all necessary items related to the condition. The OPERATOR cannot accommodate motorized equipment of any kind.

16.5 The OPERATOR cannot accommodate women past their sixth month of pregnancy and cannot accommodate service animals.

16.6 If the CLIENT has a condition as contemplated herein, the CLIENT travels at his/her own risk. The

OPERATOR is not liable for any injuries or damages suffered relating to such a condition, including without limitation loss of special equipment, lack of assistance with or accommodation of special needs, and unavailability of medical assistance or treatment.

16.7 The OPERATOR is not responsible for the costs of any medical treatment the CLIENT may require during the trip. Under no circumstances is the OPERATOR responsible for the quality of medical care, or lack thereof received while on the SAFARI.

### **17. Guaranteed Departures**

The OPERATOR guarantees departure of all CLIENT programs and Itinerary except in cases of force majeure. This includes any major world event that adversely affects international travel patterns and circumstances beyond the OPERATOR's control.

### **18. Force Majeure**

The OPERATOR shall not be obliged to perform any obligation under the contract if such performance is rendered impossible, substantially more difficult or delayed as a result of Acts, orders or Regulations issued by the Ugandan Government, industrial disputes (whether official or unofficial), war, riots, hostilities, floods, fires, accidents, Acts of God, epidemics, failure or storage of supplies or from any other cause, event of occurrence which the OPERATOR is either unable to prevent have due regard to its interests. The OPERATOR shall not be liable to any loss, damage, cost or delay arising from or as a result of such non-performance. The onus is on the client to ensure that he/she is in possession of adequate travel insurance.

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