



# Terms and Conditions

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# I Contract

## **A. Your Contract**

Your Contract with Real Discovery Tours:

On receipt of your non-refundable deposit, subject to availability and at our discretion, we will reserve your place on your selected arrangements. A contract is only made between you & us upon your booking being confirmed & accepted by us & our confirmation thereof to either you or your agent. Deposit of 30% of the total tour plus cost for the gorilla permits (US \$600 per permit) and/or the chimpanzee permits (US\$ 150), is required as a deposit for your tour. Upon receiving the deposit we shall send you a confirm the payment and your booking

Clients booking by telephone, web or e-mail will be deemed to have read and accepted the Booking Conditions set out below. THEREFORE, PLEASE READ THEM CAREFULLY. A booking is accepted and becomes legally binding only from the date when RealDiscoveryTours (the registered company) has confirmed its acceptance in writing and issued a confirmation invoice/receipt. The Contract is between the Company and the Client, being all persons named on the booking form travelling or intending to travel with the Company. The person signing the booking form (which incorporates these conditions) warrants that he/she has full authority to do so on behalf of all persons whose names appear on the booking form (the 'Party'), and confirms that all such persons are fully aware of and accept these conditions. However, for the avoidance of doubt, that person's signature confirms his or her responsibility for all payment due in respect of all persons within the Party.

## **B. Payment for your holiday**

The balance of all monies due must be paid to the Company or their agent not later than 30 days before departure. The Company will not accept responsibility for any monies sent through couriers unless the courier is a company agent.

## **C. Changes by the client**

Any changes to the original booking (for example, passenger names and departure dates) must be confirmed in writing by the person signing the booking form and must be accompanied by an administration fee Whilst every reasonable effort will be made to accommodate changes and additional requests, their availability cannot be guaranteed. A change of departure date must be requested in writing by the person signing the booking form and must be accompanied by the above administration fee, unless the request is within 60 days of departure in which case cancellation fees will be applied as detailed in paragraph 5 (below). Changes by the client as detailed above are permissible when booking a holiday at the standard price, not at a sale or promotional price. Should changes be required on a holiday booked at a sale or promotional price after the sale has ended, 100% cancelation fees apply. The client may choose to re-book at the standard price available at the time.

## **D. Cancellation by the Client**

The Client may cancel the booking at any time provided that the cancellation is communicated to the Company. Cancellation charges will be applied as shown below calculated from the day when written notice is received by the Company. The more notice that the Company receives; the less the Company will charge the Client.

## Cancellation fees

- 30% loss deposit 60 days prior to your tour
- 50% loss of total 29-14 days prior to the tour
- 70% loss of total 7 and less days prior to your tour.

## **E. Changes by the Company**

The Company's aim is to operate all tours as advertised but by entering into the Contract the Client accepts that it may prove necessary or advisable to vary or modify a tour itinerary or its contents due to prevailing local conditions or any other reason

Where a major change is made prior to departure the Client will have the choice of either:

- (i) accepting another tour of equivalent or superior standard; or
- (ii) a choice of specified travel arrangements of a lower standard to those previously booked together with a refund of the difference in price; or
- (iii) cancelling the tour and obtaining a full refund.

'The definition of "major change" is a change that is reasonably required but will depend on the individual tour and circumstances.'

## **F. Travel Insurance**

The Client MUST take out suitable travel insurance in order to take part in a tour organised by the Company. Clients are wholly responsible for arranging their own insurance. A suitable insurance policy should provide adequate cover for medical expenses arising through illness or accident prior to or during the holiday and loss of holiday monies through cancellation and curtailment of the holiday for insurable reasons. The Company is able to assist the Client in obtaining a suitable insurance policy. Clients making their own arrangements should ensure that there are no exclusion clauses limiting protection for the type of activities in their tour. Clients should satisfy themselves that any travel insurance arranged through the Company is what they require and should arrange supplementary insurance if need be.

## **G. Behaviour**

It is the Clients' responsibility to ensure that he/she and the members of his Party do not behave in a way which causes offence or danger to others or which risks damage to property belonging to others and the company. In such circumstances the Company have the right to terminate arrangements made on the Clients' behalf, in which case the Company's responsibility to the Client ceases immediately. Therefore, the Company will not be liable for any refunds, payment of compensation or reimbursement of any cost or expenses incurred as a result. Further, the Client will be liable to reimburse the Company for any expenses whatsoever that it incurs as a result of such behaviour.

## **H. Age & Fitness**

All Clients are expected to satisfy themselves prior to booking that they are fit and able to complete the itinerary of their chosen tour as described by the Company. Where considered necessary, due to participation requirements, we will be happy to provide the tour on a private basis or offer tailor-made holiday arrangement. Children of 16 or less may travel provided that they are accompanied by a parent or a guardian who accepts full responsibility for them and subject, in all cases, to the ultimate

discretion of the Company. Clients agree to accept the authority and decisions of the Company's employees, tour leaders, and agents whilst on tour with the Company

## **I. Local Laws**

All participants in tours operated by the Company are expected to obey the laws and regulations of the countries visited and any failure to do so will relieve the Company of all obligations that it may otherwise have under the Contract.

## **J. Illness or Disability**

Anyone suffering from illness or disability or undergoing treatment for any physical or medical condition must declare the true nature of such condition at the time of booking and make arrangements for the provision of any medication or other treatment required during the tour. Failure to make such disclosure will constitute a breach of these Booking Conditions and may result in such persons being excluded from the tour in which case all monies paid will be forfeited and the Company will not be liable to pay any compensation whatsoever. If the chosen tour includes transfer by boat of any sort the Client must make it known at the time of booking if he/she is unable to swim.

Whilst we are able to provide details on what we consider to be the minimum physical and health requirements for each of our tours, we are not medical experts. It is your responsibility to ensure that you obtain proper and detailed medical advice at least two months prior to travel for the latest health requirements and recommendations for your destination. Additionally it is your responsibility to seek independent medical advice pertaining to your own personal situation, physical fitness and/or pre-existing medical condition and to satisfy yourself that you are able to complete your chosen tour as is described within the company's literature.

## **K. Complaints**

If the Client has a complaint about any of the tour arrangements, the Client must bring it to the attention of the tour leader or other representative of the Company at the time so that they may use their reasonable endeavours to rectify the situation. Failure to complain at the time will affect the Client's ability to claim compensation from the Company.

## **L. Responsibility of the Company**

The tours operated or supplied by the Company have been designed to provide participants with an exposure to the true nature of the environment visited the exciting of holiday and therefore involve an element of long car drive, driving on bad roads and some risk taking. All bookings are accepted on the understanding that the Client appreciates such risks and hazards and that they undertake all tours at their own volition.

If a Client participates in an activity not specifically detailed as included in the tour/ holiday operated by the Company, the Client (i) accepts all responsibility for taking part in such an activity, (ii) accepts that no further services will be provided by the company and (iii) indemnifies the Company against any and all claims related to such an activity. Where the Client suffers death, personal injury or any other loss whatsoever as a result of an activity forming part of the tour arrangements booked with the Company, the Company shall only accept responsibility if the death, personal injury or loss was caused by the negligent acts and/or omissions of the Company's employees, officers, agents, suppliers or sub-contractors.

For the avoidance of doubt, the Company shall not be liable for such death, personal injury or any other loss suffered whatsoever if there has been no fault on the part of the Company or its partners, or

if the cause was the fault of the Client (including without limiting the generality of the foregoing the Client's participation in any activity/option not specifically detailed as included on the tour or operated directly by the Company) or due to the actions of someone unconnected with the tour arrangements or due to circumstances which neither the Company nor its partners could have reasonably anticipated or avoided.

## **M. Your travel agent**

Any agent through whom you make a booking will relay information from you to us and vice versa. RealDiscoveryTours is neither responsible for any failure by your agent to do this properly or in good time, nor for any advice given to you by your agent that did not originate directly from us. All clients are requested to communicate directly to us if there is anything they aren't so clear about.

## **O. Special Requests**

If the Client has any special requests, he should inform the Company at the time of booking. The Company and its suppliers will try to meet such requests but, as these do not form part of the Contract, the Company does not guarantee to do so. If the Company confirms that a special request has been noted or passed to the supplier or refers to it on the confirmation invoice or elsewhere, this is not a guarantee to meet it. The Client will be notified if a special request cannot be met. The Company does not accept bookings which are conditional on the fulfilment of any special request.

## **P. Privacy Policy**

In order to process your booking, the Company needs to collect certain personal details from you. These details will usually include the names, passport numbers, age and other payment details and special requirements such as those relating to any disability or medical condition that may affect the holiday arrangements. We take full responsibility for ensuring that proper security measures are in place to protect your information.

## **Q. Images**

Hotel images featured in our brochures and website are used for illustration purposes only. Your specific hotel (where hotel accommodation is included as part of your chosen tour) may differ from the representation provided. Clients agree that any images taken of their likeness whilst a participant on tours provided by the Company or through the supply of image(s) by fellow clients can be used in any form of media for the Company.

## **R. Entire Agreement**

The Contract constituted by the Company's acceptance of the Client's booking subject to these Booking Conditions shall constitute the entire agreement between the Client and the Company in relation to the relevant booking, and shall exclude all other terms and conditions (except for the relevant suppliers' conditions and any applicable international conventions) and shall supersede all prior or contemporaneous communication or information provided.

## **S. Disclaimers Regarding Information Presented on the Site**

Information on this website is provided "as is", with no guarantees of completeness, accuracy or timeliness, and without warranties of any kind, express or implied.

## **T. Important Note**

Outdoor activities such as hiking and cooking with fire can be inherently dangerous and unpredictable.

Real Discovery Tours is not responsible for any accidents that may arise from your activity, whether caused from the use of our gear or from following advice contained herewith, and you hereby agree to indemnify us from any claims, charges or costs arising from your use of our gear, advice or any related activities.

## **U. Governing Law**

The Contract (incorporating these Booking Conditions) and all matters arising from it, is subject to Uganda Law and the exclusive jurisdiction of the Ugandan Courts.

## **W. Company details**

Real Discovery Tours is a company based in Masaka town Mpuuga Plaza 2nd floor with information centres in Masaka Backpackers & Campsite.

We shall do our best to make it a memorable safari when your with us.

# II Car and motor bike hire

## 1. Terms and conditions for car and motor bike hire

As mentioned in the terms below, licensee and us, refers to Real Discovery Tours as a company, the agent and anyone working on behalf of the company, and the hirer, you refer to the person who comes into agreement with the company and is allowed to use the vehicle.

## 2. Risk and Delivery

2.1. The vehicle shall be at your sole risk from the date and time of delivery of the vehicle until the vehicle is returned to us. You undertake to return the vehicle undamaged, in good order and in a roadworthy condition, fair wear and tear accepted. The onus is on you to inspect the vehicle immediately upon delivery to ensure that the vehicle is free of any defects and is not damaged, your failure to do so and to report same to ourselves shall result in the vehicle being deemed to be in good condition, order and repair and you shall accordingly be liable for all and any damages to the vehicle and the related charges therefore.

2.2. You shall return the vehicle, on the expiry or termination of this agreement, at your expense to our authorized representative at such location as agreed to by us.

2.3. If the renter or the driver or any person nominated overleaf returns the vehicle to any branch of the Licensee, the renter and/ or driver and/ or such person shall:

2.3.1. park the vehicle in the Licencee's reserved parking;

2.3.2. Ensure that the vehicle is properly locked and secure;

2.3.4. leave the keys at the offices of the Licencee or hand them over to named personnel at the vehicle return point.

2.4. The sole risk of loss or damage to the vehicle shall remain vested in you until such time as we have recorded the return of the vehicle.

## 3. Warranties by You

You warrant that:

3.1. All information given by you to us is true and correct;

3.2. The driver holds a valid driver's license for the vehicle, has not been convicted of any criminal offence which resulted in the endorsement or cancellation of his/her drivers Licence, and will not drive the motor vehicle under the influence of alcohol or any other central nervous system stimulant;

3.3. Neither you, nor the driver, are physically prevented from operating the vehicle safely;

3.4. The vehicle shall not be used or driven for the conveyance of persons or property for hire, in contravention of or in breach of any law, in any race, speed test or contest

## 4. Payments

4.1. You agree to pay us upon demand:

4.1.1. The charges are advertised on our website or brochures.

4.1.2. All and any costs (including but not limited to) towing charges, losses or damages and charges incurred by us in procuring the return of the vehicle to the Terminating Office described above, or such other location as determined by us;

4.1.3. In the event that the vehicle is not returned on the return date, all amounts that would have been payable by you in terms of this agreement if the rental period had been validly extended to the actual date of return of the vehicle to us;

4.1.4. All costs incurred by us in repairing any damage of any nature whatsoever to the vehicle including but not limited to damage to the windscreen and/or tyres and any loss or damages suffered by us as a result of theft, fire or any cause whatsoever;

4.1.5. Payments can be made in cash or by bank transfer to a US Dollar account.

4.2.6. When paying cash upon arrival, Real Discovery Tours accepts Ugandan Shillings and US Dollars notes which are printed after the year 2000.

## **5. Extension of Rental Period**

5.1. You will be entitled at any time to extend the rental period orally, via telephonic communication to any one of our offices or via email.

5.2. This extension will however only be valid if made before 8 (eight) hours of the time at which the vehicle is to be returned, together with an additional payment which has to be paid on return.

## **6. Responsibility after Loss or Damage to Vehicle**

6.1. If the vehicle is involved in any accident or collision or is lost or the vehicle or any part thereof is stolen, or is involved in any incident which could prejudice our rights, the driver shall take all such steps to safeguard our interests, including, but not limited to the following where appropriate:

6.1.1. (S)he/she shall obtain the name and addresses of everyone involved and of possible witnesses;

6.1.2. (S)he/she shall notify the police and us as soon as possible and in any event within 24 (twenty-four) hours of the incident;

6.1.3. (S)he shall cooperate with us and our insurer in any investigation, the lodging or instituting of any claim or action and the defence of any prosecution, claim or action relating to the above.

6.2. In case of a mechanical breakdown due to normal wear and tear, in which the car cannot be repaired within 24 hours, a replacement car or a transportation means will be provided and paid for by us as soon as possible. Kindly communicate to us soon enough for an alternative.

6.3. All items in the vehicle (your luggage and travel tools provided by us including spare tires, jacks and other tools which come with the rented vehicle) are your responsibility.

6.4. Any losses or serious damages of the camping gear shall be charged to the Hirer at replacement value as stated in the camp gear check list.

## **7. General**

7.1. You acknowledge that ownership in the vehicle shall at all times remain vested in us, or the true owner of the vehicle.

7.2. The cost of fuel is not included in the amount of the rental. You will refuel the vehicle/s on departure



and no refunds shall be given for extra fuel in the car upon return.

7.3. Real Discovery Tours recommends that the hirer does not leave valuable in the car in parking or even the garage in case of car repair.

7.4. The Hirer shall return the motor vehicle on the agreed date, before 06 PM, unless the we are notified in time about any delays.

7.5. This document contains the entire agreement between the parties regarding the matters contained herein and the Licencee shall not be bound by any undertakings, representations, warranties, promises or the like not recorded herein, unless otherwise stipulated by law.

7.6. In cases where the company has to rent a vehicle from another company, the RDT will let you know the car is rented and on agreeing to use it we shall provide you with their terms and conditions.