



KYOOMA GORILLA SAFARIS (U) LTD

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Tourism License No:UTB/RTT/TT/2024/101221

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TERMS AND CONDITIONS

Please take a moment to read and understand our terms and conditions. Confirming a safari with Kyooma Gorilla Safaris means you have read and agreed to the information below. If you have any questions, please contact our reservations team, we shall be happy to provide any assistance required.

1. Booking and Confirmation

To confirm a reservation, an initial deposit of 30% of the total tour cost per person is required, along with full payment for gorilla and chimpanzee tracking permits per participant, where applicable. Upon receipt of these payments, we will confirm your booking.

The remaining balance is due 6 weeks prior to the departure date/ tour commencement.

For bookings made within 60 days of departure, full payment is required at the time of confirmation.

Failure to provide complete payment at least 60 days prior to departure will be considered notification of cancellation by default and may result in cancellation. Kyooma Gorilla Safaris reserves the right to delay or refuse participation to any individual deemed unsuitable for a tour.

Please share full passport names, nationality, and passport numbers for flight or gorilla permit bookings.

2. Prices

Our safari prices are based on the itinerary and include; Accommodation in hotels, guesthouses, tents, or lodges, Meals as specified, Sightseeing as detailed, Park entrance fees and ranger fees, Airport transfers (where applicable), Ground transportation, English-speaking driver/guides, Bottled mineral water in the vehicle.

Prices do not include; International and domestic air fares, Visa and passport fees, Unspecified meals, Drinks other than mineral water in the vehicle, Tips and gratuities for the guides and accommodation staff, laundry, Travel insurance, Personal expenses.

Prices quoted to our clients are subject to change without notice and are not guaranteed until confirmed in writing.

Kyooma Gorilla Safaris reserves the right to adjust prices due to exchange rate fluctuations or increased tour costs. We will strive to minimize price increases.

Payments can be made in USD, EUR, and UGX. By cash, mobile money, bank transfer, or cards through payment link.

All payments must be paid to our bank accounts or channels linking to our bank accounts and the accounts must be registered in Kyooma Gorilla Safaris.

Credit card payments attract a 4% fee. Bank transfer fees are paid by the client.

3. Changes to Your Booking

If you wish to make changes to your trip, please inform us in writing. We will do our best to accommodate your requests where possible.

Any changes made less than 42 days prior to departure are subject to Kyooma Gorilla Safaris cancellation fees.

An administrative fee of USD 70 may apply for itinerary changes.

In case of unexpected circumstances (e.g., weather, park closures, or safety issues), we may adjust your itinerary. We will inform you promptly and offer suitable alternatives.

4. Cancellation and Refunds

All cancellations must be made in writing and are subject to the following charges:

60 days & above before safari: 15% Tour cost

31–59 days before: 50% Tour cost

15 – 30 days before: 75% Tour cost

0 – 14 days before: 100% Tour cost.

Note: Gorilla and chimpanzee permits are non-refundable, except in cases of verified illness.

Uganda Gorilla Permit

A deposit of US \$800 per permit is required to secure gorilla permits.

Uganda Chimp Permit

A deposit of US \$250 per permit is required to secure chimpanzee permits.

Rwanda Gorilla Permit

A deposit of US \$1500 per permit is required to secure gorilla permits.

Refunds (where applicable) are processed within 30 days of cancellation.

No refunds for any tour missed/unused services, late arrivals, or no-shows.

In order for claims to be considered, they must be submitted in writing within 30 days of the tour's completion. Adjustments, if any, will be based on actual costs incurred, not on a pro-rata basis.

No adjustments will be made for unused portions of the tour, including sightseeing trips, local activities or meals. Kyooma Gorilla Safaris disclaims liability for claims not submitted within 30 days of tour completion.

5. Tour Execution

Observing animals in their natural habitat is a privilege. Please note that wildlife sightings can't be guaranteed. When viewing animals, exercise caution and follow instructions from tour guides or wildlife rangers.

We promote responsible tourism, please do not collect plants or animals.

A gorilla or chimpanzee permit ensures access to track the primates, but does not guarantee sightings or that the animals will be in a plain sight.

Gorilla and chimpanzee trekking are the primary activities and may take longer than planned, impacting subsequent activities. No refunds will be issued for missed or affected activities due to delays. We will attempt to reschedule similar activities if possible, subject to service provider availability, but this may as well affect the next day's plans. Guests are expected to prioritise activities accordingly. In cases where flight transfers are involved, the flight schedule will take precedence, and we will assess the feasibility of activities based on available time.

5.1. Accommodation

Prices are based on per person sharing(2pax) in a Double/ Twin Room, tent or banda, with private bathroom, hot water, good services and value.

Single rooms may be available with a supplement fee, but we can't guarantee availability.

Kyooma Gorilla Safaris reserve the right to substitute hotels with equivalent or superior options. If a hotel of equivalent standard is not available Kyooma Gorilla Safaris may substitute the next best quality hotel or suggest superior standard accommodation (extra charges may apply).

5.2. Transport

The transport used depends on the number of clients and the route, as per your chosen itinerary. We ensure vehicles are roadworthy, but we can't be held responsible for punctures, breakdowns, damage, or delays caused by poor road conditions.

Your tour features experienced English-speaking driver/guides who are responsible for driving and navigating the route. They're the only authorised driver(s) of Kyooma Gorilla Safaris vehicles, and their decisions on matters like route changes are final.

5.3. Kyooma Gorilla Safaris reserves the right to modify itineraries, cancel tours, or alter services in the event of unforeseen circumstances, including but not limited to road closures, inclement weather, national park restrictions, hotel disruptions, or security threats. Alternative arrangements will be made when possible.

5.4. Kyooma Gorilla Safaris reserves the right to refuse carriage or terminate a tour if, in our opinion or that of a relevant authority, a client's behavior is deemed to pose a risk to the

safety or well-being of others, causes damage to property, or has an adverse impact on the environment or ecosystems. This includes, but is not limited to, behavior that is considered disruptive, hazardous, or detrimental to the intended experience of other participants. In such cases, no refunds will be issued, and Kyooma Gorilla Safaris shall not be liable for any resultant expenses, losses, or damages incurred as a result of the termination.

6. Liability

6.1. Baggage and Personal Belongings

Please take care of your belongings. Kyooma Gorilla Safaris shall not be liable for any loss, damage or injury of any nature whatsoever whether to person or property.

We recommend carrying valuables in your hand luggage. Kyooma Gorilla Safaris cannot be held responsible for the direct or indirect costs of loss or damage to baggage or personal possessions.

6.2. Travel Documents

The travel agency or wholesaler is responsible and must ensure tour participants have necessary valid documents like passports, visas, permits, health certificates, and other required documents for the safari before traveling.

Kyooma Gorilla Safaris is not responsible for issues resulting from missing or invalid documents.

6.3. Insurance and Health

All travelers are strongly advised to have comprehensive travel insurance covering medical emergencies, cancellations, and lost property.

Clients are also advised to get appropriate vaccinations and medical advice before travel.

Kyooma Gorilla Safaris offer local emergency evacuation coverage in case of medical emergencies during the safari.

6.4. Force Majeure (Unforeseen Events)

Kyooma Gorilla Safaris is not liable for unforeseen circumstances beyond our company control, including but not limited to flight delays or cancellations, war, threat of war, riots, civil disturbances, terrorist acts, government actions, border closures, strikes, epidemics, natural disasters, extreme weather conditions, technical or mechanical issues with transportation, and other force majeure events.

We won't pay compensation or be held responsible for resulting expenses, losses, or damages, and we'll not be liable for any consequential losses or damages arising from such events.

6.5. Third-parties

Kyooma Gorilla Safaris will strive to deliver services as arranged, but we don't control third-party suppliers like hotels, airlines, or transport providers. We are not liable for their mistakes, omissions, or failures to deliver. We have carefully selected these suppliers, but our liability is limited in case of errors, disruptions, or issues beyond our control.

Also, Kyooma Gorilla do their best to provide complete details in clients itineraries and basing on the latest information available, therefore we can not be liable for modified information from third parties nor for any obvious typing errors.

We are not liable for injury, loss, or damage caused by circumstances beyond our control.

The company's liability is limited under Ugandan law.

6.6. Ways of communication

Kyooma Gorilla Safaris has only three (3) official communication that is official emails;

info@kyoomagorillasafaris.com

reservations@kyoomagorillasafaris.com

kyoomagorillasafaris@gmail.com

and Verified WhatsApp numbers with Blue Check-marks;

+256 775 031318

+256 770 644820

Since the safety of internet is not guaranteed, we shall therefore not be liable for any communications made outside the above contact details in the names of Kyooma Gorilla Safaris. It is therefore a client's responsibility to ensure he is using the right contacts as listed above to communicate with Kyooma Gorilla Safaris.

6.7. Disputes

Kyooma Gorilla Safaris' liability to passengers is governed by the laws of the country where the incident occurs.

Any disputes or claims will be resolved through arbitration in Uganda, according to Ugandan laws, and fall under the jurisdiction of local courts.

Ugandan law governs all agreements and services provided.

6.8. Personal Safety

During your tour, you will have opportunities to participate in local activities. Please note that these activities come with some level of risk. These activities include but are not necessarily limited to;

- Canoeing, boat trips, paddleboarding and Kayaking
- White water rafting and tubing
- Primate tracking

- Horseback Tours
- Hiking & mountain climbing
- Walking Tours
- Cycling
- Ziplining & Bungee Jumping
- Swimming

Participation in these activities is voluntary, and you should be aware that personal safety is not guaranteed in case you decide to participate of which you are free to. Moreso, you acknowledge that you assume full responsibility for any risks associated with them.

However, you must understand that participation is at your own risk, and Kyooma Gorilla Safaris will not be liable for any injuries, losses, or damages that may occur as a result of your participation.

7. Photography on Tour

Kyooma Gorilla Safaris reserves the right to capture and use images, videos, and recordings of tour participants for promotional and advertising purposes. Participants who do not consent to the use of their image should inform their Tour escort at the commencement of the tour.

8. Client Acknowledgement

Payment of a deposit to Kyooma Gorilla Safaris certifies that agents/ tour participants have carefully read and fully understood the contents of the Terms and conditions especially those regarding cancellation and refund policies, limitation of liability and responsibility borne by trip participation. On the advance of a deposit to Kyooma Gorilla Safaris, the depositor, his or her family heirs agree to be bound by the above terms and conditions.

9. Signature and Confirmation

By signing our booking form, we acknowledge that you have read, understood, and agree to be bound by these Terms & Conditions. You are executing this agreement willingly and knowingly.

And as Kyooma Gorilla Safaris we commit to providing you with a memorable and safe safari experience.

Kyooma Gorilla Safaris (U) Ltd
For a Real African Nature Experience

“For Real African Nature Experience”