



Go Discover Africa wants to reassure clients that any money which is paid to the company for a trip is kept in a client account and not touched until the trip is due to depart.

## **TERMS AND CONDITIONS**

The following booking conditions form the basis of your travelling agreement with Go discover Africa Please read them carefully as they set out our respective rights and obligations. By asking us to confirm your booking, we are entitled to assume that you have had the opportunity to read and have read these booking conditions and agree to them.

These booking conditions only apply to the trip arrangements which you book with us in Rwanda ( the land of thousand hills)and which we agree to make, provide or perform (as applicable) as part of our contract with you.

### **Booking your trip and payment details**

- I. **To make a booking**, please follow the procedure shown on our website or ask for an offline application form. The relevant application form needs to be completed by each person travelling. Where you are under 18 at the time of booking, the application form also needs to be signed by your parent or guardian or initialled online during the booking process. The completed booking form must then be sent to us.

Where we have already confirmed the availability of your chosen arrangements and you book within any applicable time limit for doing so, your booking will be treated as firm and a contract between us will come into existence as soon as we receive your completed application form or your email and your deposit. We will then send you a receipt for all payments made and our invoice. Where we have not confirmed availability, your booking will be treated as firm and a contract between us will come into existence when we despatch our invoice to you. Where you book through our website without prior confirmation of availability, any electronic acknowledgement of your booking is not a confirmation of it.



Please check your invoice carefully as soon as you receive it. Contact us immediately if any information which appears on the invoice or any other document appears to be incorrect or incomplete.

- II. **The price quoted** for any trip covers the cost of the planning, the organisation and carrying out of the trip, including group equipment, supplies, accommodation, administration and staff, except for the following, for which you must be responsible: vaccination fees, travel insurance, cost of travel to and from the start/return point of your trip including your international flights, cost of passport and visas, personal equipment and personal expenses while on the trip and any other expenses specifically excluded on the trip description and/or invoice.

We reserve the right to make changes to and correct errors in quoted prices at any time before your trip is confirmed. We will advise you of any error of which we are aware and of the then applicable price at the time of booking. Once the price of your chosen trip has been confirmed at the time of booking, then subject to the correction of errors, we will only increase or decrease the price in the event of any change in our transportation costs or dues, taxes or fees or in the exchange rates which have been used to calculate the cost of your trip.

III. **Financial Protection**

The payment for this tour is made through Go Discover Africa meaning you have the financial protection of booking through a registered tour operator.

- IV. **Health:** Except as disclosed in your medical questionnaire, you are taken to confirm at the time of booking that you are in good health, physically capable of undertaking all aspects of the trip, and unaware of any reason why you may be unsuited to taking part or maybe likely to suffer illness or injury during the trip, taking into account its challenges and purposes. If you are unable to give this confirmation for any reason or have any medical condition or disability which may affect your trip, you must contact us before you submit your application form or final email so that we can assist



you in considering the suitability of the trip for you.

If any information is given in the application form or medical questionnaire is shown to be materially incorrect or incomplete, we reserve the right to cancel your booking or terminate your participation in the trip, depending on when we become aware of the true position. In this situation, cancellation charges of \$50 will be applied.

- V. **Special requests:** Please advise us of any special requests before making your booking. Where possible, we will endeavour to meet or arrange for our suppliers to meet any such request. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. For your protection, you should obtain an email confirmation that a special request will have complied (where it is possible to give this) where it is important to you.
- VI. **Cancellations and changes** must be notified to us by letter or email by a client as soon as possible. Your notice of cancellation will only be effective when it is received in writing by us. Except as set out in paragraph 8 below, the following cancellation charges will be payable.

Gorilla and Chimp permits and flight tickets are excluded from percentages below and are 100%-non-refundable

- Cancellations more than 30 days before the first travel day: 100 % refund
- Cancellations between 15-29 days before your adventure should begin: 50 % refund
- Cancellations between 15-7 days before the starting day: 25% refund
- Cancellations less than 7 days: non-refundable



- VII. **You may transfer your place to someone else (introduced by you) if you are prevented from travelling**, providing we are notified not less than 2 weeks before departure and subject to the practicality of changing certain bookings made in your name. All costs and charges incurred by us and/or incurred or imposed by any of our suppliers, as a result, must be paid before the transfer can be effected. Any overdue balance payment must also be received.
- VIII. **Changes to your confirmed trip** can be considered depending on practicalities and availabilities, but there might be a cost associated with these changes. We do not charge an amendment fee for doing so and will only pass on any extra costs involved in providing additional or alternative services which are incurred or imposed by any of our suppliers. A change of holiday dates will normally be treated as a cancellation of the original booking and rebooking in which case cancellation charges will apply. Changes may result in the recalculation of the holiday price where, for example, the basis on which the price of the original holiday was calculated has changed.
- IX. **Changes and cancellations by us:** As referred to above, we may have to make changes to and correct errors in advertised and confirmed details and also cancel confirmed bookings which we must reserve the right to do. Please note, our trips may require a minimum number of participants to enable us to operate them. If the minimum number of bookings required for a particular trip has not been received, we are entitled to cancel it. We will notify you of cancellation for this reason no less than 25 days before departure.

Most changes are minor. Occasionally, we have to make a "significant change". A significant change is a change made before departure which we can reasonably be expected to have a major effect on your trip. If we have to make a significant change or cancel, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options:-  
(for significant changes) accepting the changed arrangements; or



purchasing an alternative trip from us, of a similar standard to that originally booked if available. We will offer you at least one alternative trip of equivalent or higher standard for which you will not be asked to pay any more than the price of the original trip. If this trip is cheaper than the original one, we will refund the price difference. If you do not wish to accept the trip we specifically offer you, you may choose any of our other then available trips but you must pay the applicable price of any such trip. This will mean you paying more if it is more expensive or receiving a refund if it is cheaper.

Please note, the above options are not available where any change made is a minor one.

If we have to make a significant change or cancel we will, where appropriate, pay you the reasonable compensation depending on the circumstances and when the significant change or cancellation is notified to you subject to the following exceptions. Compensation will not be payable and no liability beyond offering the above-mentioned choices can be accepted where: we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control such as force majeure, the consequences of which we could not have avoided even with all due care; or where applicable, we have to cancel because the minimum number of bookings necessary for us to operate your trip has not been reached (see above).

No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time) or where a change is a minor one.

Very rarely, we may be forced by "force majeure" to change or terminate your trip after departure but before the scheduled end of your time away. If this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.



X. **In these booking conditions, "force majeure"** means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include, whether actual or threatened, war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, significant risks to human health such as the outbreak of serious disease at the travel destination, adverse weather conditions, fire and all similar events outside our control. Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage, loss or expense of any nature as a result of "force majeure".

#### XI. **Our Liability to you**

We promise to make sure that the trip arrangements we have agreed to make, perform or provide as applicable as part of our contract with you are made, performed or provided with reasonable skill and care. This means that subject to these booking conditions, we will accept responsibility if, for example, you suffer death or personal injury or your contracted trip arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted trip arrangements.

Please note, it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).



We will not be responsible for any injury, illness, death, loss (including loss of possessions and loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: your act(s) and/or omission(s); or the act(s) and/or omission(s) of a third party not connected with the provision of your trip and which were unforeseeable or unavoidable; or 'Force Majeure as defined above.

We cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services which any supplier (including any of the regional Adventure Alternative companies – see below) agrees to provide or arrange for you where we have not agreed to provide or arrange these services as part of our contract. Such additional services will include any activities which do not form part of your contracted trip arrangements that a supplier agrees to provide or arrange for you while you are away.

The promises we make to you about the services we have agreed to provide or arrange as part of our contract - and the laws and regulations of the country in which your claim occurred - will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of Rwanda which would have applied had those services been provided in Rwanda. The exception to this is where the claim concerns the absence of a safety feature that might lead a reasonable participant to refuse to take the trip in question.

Please note, we cannot accept any liability for any damage, loss, expense or another sum (s) of any description (1) which based on the information given to us by you concerning your booking before our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or (2) which did not result from any breach of contract or another fault by ourselves or our employees or, where we are responsible for them, our



suppliers. Additionally, we cannot accept liability for any business losses including self-employed loss of earnings.

### **Delays, behaviour, damage and complaints**

- XII. **Delay:** We regret we are not in a position to offer you any assistance in the event of delay at your outward or homeward point of departure. We may however assist in making any necessary additional arrangements where, for example, your flights were delayed and you missed your activities with us.
- XIII. **Conditions of suppliers:** Suppliers, including transport operators, provide their services following their terms and conditions. These terms may limit or exclude their liability to you in the event of death, personal injury, delay or loss/damage of personal possessions.
- XIV. **Damages:** We expect all clients to have consideration for other people. If in our reasonable opinion or the reasonable opinion of any other person in authority, you behave in such a way as to cause or be likely to cause danger, upset or distress to our staff or any third party or damage to property, we are entitled, without prior notice, to terminate your trip. You accept responsibility for any damage or loss caused by you. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be made direct to the accommodation owner or manager or other supplier or us as soon as possible.
- XV. **Passport and visa requirements:** You must ensure you are in possession of all necessary travel and health documents before departure. All costs incurred in obtaining such documentation must be paid by you. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry all required documentation. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalties being imposed on us, you will be responsible for reimbursing us accordingly.





XVI. **Complaints.** In the unlikely event that you have any reason to complain or experience any problems with your trip whilst away, you must immediately inform your trip guide or our local agent (if we have one) and the supplier of the service(s) in question. Any verbal notification must be put in writing and given to our trip guide / local agent and the supplier as soon as possible. If any complaint or problem is not resolved to your satisfaction by the trip guide, local agent or supplier, you must contact us using the contact details we have provided you with during your trip, giving us full details and a contact number. Until we know about a complaint or problem, we cannot begin to resolve it. Most problems can be dealt with quickly. If you remain dissatisfied, however, you must write to us within 5 days of the end of your trip giving the full details of your complaint. For all complaints and claims which do not involve death, personal injury or illness, we regret we cannot accept liability if you fail to notify the complaint or claim entirely in accordance with this clause.

XVII. **Our website:** The information contained in our website and our other advertising material is believed correct to the best of our knowledge at the time of publication. However, errors may occasionally occur and information may subsequently change. You must therefore ensure you check all details of your chosen trip (including the price) with us at the time of booking.

Claims: In the unlikely event of Insolvency, you must inform Go discover Africa +250787702455/+250788994521 or by email [info@godiscoverafrica.com](mailto:info@godiscoverafrica.com) Please ensure you retain the booking confirmation form as evidence of cover and value.