

## **ONYX NATURE SAFARIS OUR TERMS AND CONDITIONS**

The following booking conditions form the basis of your contract with PNY safaris and car rental services ltd ("we", "us" and "our"). 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 Uganda and which we agree to make, provide or perform (as applicable) as part of our contract with you. All references in these booking conditions to "trip", "booking", "contract" or "arrangements" mean such trip arrangements unless otherwise stated. References to "departure" mean the start date of these arrangements.

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

1. 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 together with the payments referred to in paragraph 2 below.

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 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.

2. A minimum deposit of \$100.00 per person must accompany the booking. We also offer and encourage an instalment plan with 50% of the trip payment made by a minimum of 3 months prior to departure. In any case the full balance must be received by us by six weeks prior to departure. Bookings made within six weeks require immediate full payment.

If, for any reason, the balance (including any surcharge where applicable) is not received by the due date, we reserve the right to treat the booking as cancelled by you. If we do not cancel straight away because you have promised to make payment, you must pay the cancellation charges shown in paragraph 7 depending on the date we reasonably treat your booking as cancelled.

3. 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 the 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 in dues, taxes or fees or in the exchange rates which have been used to calculate the cost of your trip.

A surcharge or refund (as applicable) will be payable, subject to the conditions set out in this clause. Even in the above cases, only if the amount of any increase in our costs exceeds 2% of the total cost of your trip will we levy a surcharge. If any surcharge is greater than 10% of the cost of your trip, you will be entitled to cancel your booking and receive a full refund of all monies you have paid to us or alternatively purchase another trip from us as referred to in paragraph 12.

Where applicable, you have 14 days from the issue date printed on the surcharge invoice to tell us if you want to choose option (2) or (3) as set out in paragraph 12 below. If you do not tell us that you wish to choose either of these options within this period of time, we are entitled to assume that you do not wish to do so and will pay the surcharge. Any surcharge must be paid with the balance of the cost of the trip or within 14 days of the issue date printed on the surcharge invoice, whichever is the later. A refund will only be payable if the decrease in our costs exceeds 2% of the total cost of your trip as set out above. Where a refund is due, we will pay you the full amount of the decrease in our costs. We promise not to levy a surcharge within 30 days of departure and no refund will be payable during this period either.

4. Travel insurance: It is essential that you have adequate and appropriate cover for your trip including any adventurous activities such as trekking at altitude. Note that the majority of our trips do not require the use of climbing ropes and are all supervised. It is important to have adequate insurance which will cover cancellation costs from the date of booking as well as medical expenses (including evacuation and repatriation). If you travel against FCO advice, the validity of your insurance policy may be affected. Please read your policy details carefully and take them with you on your trip. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs.

5. 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 may be likely to suffer illness or injury during the trip, taking into account its challenges and purposes. If you are unable to give for 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 so that we can assist you in considering the suitability of the trip for you.

If any information 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 as set out in paragraph 7 will apply and we will not be responsible for any costs or expenses incurred as a result.

6. Special requests: Please advise us of any special requests prior to 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 own protection, you should obtain confirmation in writing that a special request will be complied (where it is possible to give this) where it is important to you.

### **Cancellations and changes**

7. Cancellation of bookings must be notified to us by letter or email by the party leader 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.

Cancellation charge per person cancelling (% of total cost)

12 weeks or more	\$100
12 - 6 weeks	25%
6 to 2 weeks	50%
2 weeks to date of departure or later	100%

8. Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your insurance policy. Claims must be made directly to the insurance company concerned. Where a part cancellation of a booking affects the basis on which the price was calculated, we will recalculate and re-invoice you accordingly.

9. 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 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.

10. 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.

11. The itinerary is a guide to which we will attempt to adhere, but it may be necessary to alter this at short notice as a result of circumstances or events outside our control such as adverse weather or road conditions or any of those amounting to force majeure (see paragraph 13), or due to the operating conditions imposed by owners and operators of accommodation, facilities and transport. Your itinerary will, however, be the same in content as far as is reasonably possible, unless circumstances beyond our control make this impossible. Should weather conditions involve you in extra costs such as accommodation, transportation and meals, these will be borne by mutual agreement between us.

12. Changes and cancellation 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 28 days prior to 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 in fact 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" (see paragraph 13) 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.

13. 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".

#### 14. 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 in paragraph 13 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 which a supplier agrees to provide or arrange for you while you are away.

In addition, regardless of any wording used by us on our website, in any advertising material or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you. Many of your trip arrangements are provided by regional companies such as Adventure Alternative Tanzania and Adventure Alternative Nepal. These companies share our name by virtue of shared standards and branding and due to our investment in them, but they are separate legal entities and are not subsidiaries of or otherwise legally connected with us other than as suppliers of services included in your trip. They operate entirely independently of Adventure Alternative Limited and have their own terms and conditions.

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 the UK which would have applied had those services been provided in the UK. The exception to this is where the claim concerns the absence of a safety feature which might lead a reasonable participant to refuse to take the trip in question.

Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you is \$500 per

person affected unless a lower limitation applies to your claim under this paragraph or paragraph 14(6) below. You must ensure you have appropriate travel insurance to protect your personal belongings. For all other claims which do not involve death or personal injury, if we are found liable to you on any basis the maximum amount we will have to pay you is twice the price (excluding amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under paragraph 14(6) below. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your trip.

Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea or rail carrier to which any international convention or EU regulation applies, the maximum amount of compensation we will have to pay you will be limited.

The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is the most the carrier concerned would have to pay under the international convention or regulation which applies to the travel arrangements in question (for example, the Warsaw Convention as amended or unamended and the Montreal Convention for international travel by air and/or for airlines with an operating licence granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by air, the Athens Convention for international travel by sea (as amended by the 2002 Protocol where applicable) and COTIF, the Convention on International Travel by Rail).

Please note: where a carrier would not be obliged to make any payment to you under the applicable international convention or regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the carrier for the claim in question. Copies of the applicable international conventions and regulations are available from us on request.

Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description (1) which on the basis of the information given to us by you concerning your booking prior to 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 other 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**

15. 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. Depending on the circumstances, if you are flying with an EU carrier, the airline may be required to pay you compensation and/or refund the cost of your flight and/or provide you with accommodation and/or refreshments in the event of a significant delay or cancellation. However, we have no liability to make any such



payments to you and you must pursue the airline or other transport operator concerned for any payment which may be due. Please remember that it is your responsibility to ensure you arrive at the departure location for your chosen tour, all costs associated with this are therefore your sole responsibility. This is even the case where we assist you in making any necessary additional arrangements where, for example, your flights were delayed and you missed your pre-booked transfer with us.

16. The Uganda Tourism Board Office publishes regularly updated travel information on its website which you are recommended to consult before booking and in good time before departure.

17. Conditions of suppliers: Suppliers, including transport operators, provide their services in accordance with their own 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.

18. Decisions of Adventure Alternative, behaviour and damage: While the trip is in progress, all decisions are made by Adventure Alternative staff or staff employed by our regional companies and you must act in accordance with all reasonable instructions you are given. The team leader, trip guide or other member of our staff or staff employed by our regional companies may withdraw you from the trip at any time if they are of the reasonable opinion that your continued presence is prejudicing or is likely to prejudice the good order, discipline, safety or successful operation of the trip or the safety or wellbeing of any individual participant(s) or other third party or if you break any law or regulation of any country where the trip takes place.

We expect all clients to have consideration for other people. If in our reasonable opinion or in 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 to any third party or damage to property, we are entitled, without prior notice, to terminate your trip.

We or staff employed by the regional Adventure Alternative companies are entitled to withdraw you from a trip in the above circumstances where the information provided on your application form or medical questionnaire proves to be materially inaccurate or incomplete. Where you are withdrawn, you will be required to leave the trip immediately and we will have no further responsibility towards you. No refunds will be made and we will not pay any expenses or costs incurred as a result of the withdrawal. You will in addition have to indemnify us against any loss or expense that may be incurred as a result of your actions.

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 to us as soon as possible. If the actual cost of the loss or damage exceeds the amount paid where estimated, you must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded. You will also be responsible for meeting any claims subsequently made against us and all costs incurred by us (including our own and the other party's full legal costs) as a



result of your actions. You should ensure you have appropriate travel insurance to protect you if this situation arises.

19. Passport and visa requirements: The passport and visa requirements for the trips we offer are shown on the relevant page on our website but requirements may change and you must check the up to date position in good time before departure. The Ugandan visa presently takes approximately 4 working days to obtain and for tourists coming from some countries can be got on arrival. If you are not a Ugandan citizen, you must check passport and visa requirements with the embassy or consulate of the country(ies) to or through which you are intending to travel.

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 penalty being imposed on us, you will be responsible for reimbursing us accordingly.

20. Health requirements: Details of any compulsory health requirements applicable to Ugandan citizens for the trips we offer are shown on the relevant trip page on our website. It is your responsibility to ensure you are aware of all recommended vaccinations and health precautions in good time before departure. Health requirements and recommendations may change and you must check the up to date position in good time before departure.

21. 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 in Uganda 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 14 days of the end of your trip giving your booking reference and 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. In the unlikely event you have a complaint which we cannot amicably resolve, you may, as an alternative to bringing a claim in the courts, use the AITO independent resolution scheme. This scheme enables a dispute to be resolved on documents alone with limited liability for costs. Full details are available on request.

### **Contract law and financial security**

22. Your contract: We both agree that English law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between us ("claim")

except as set out below. We both also agree that any claim (and whether or not involving any personal injury) which arises between us must be dealt with by the courts of Uganda.

23. Our website: The information contained in our website and in 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.

24. Overseas standards: It is the requirements and standards of the country in which any services which make up your trip are provided which apply to those services and not those Uganda. As a general rule, these requirements and standards will not be the same as in Uganda and may often be lower.

25. Your Financial Protection: PNY safaris is a company committed to customer satisfaction and consumer financial protection. In accordance with the current Package Travel Regulations all passengers booking with us are fully insured for the initial deposit, and subsequently the balance of monies paid as detailed in your booking confirmation form. The policy will also include repatriation if required, arising from the cancellation or curtailment of your travel arrangements due to the insolvency of PNY Safaris.

Policy exclusions: This policy will not cover any monies paid back to you by your Travel Insurance or any losses which are recoverable under another insurance or bond (with the exception of Credit and Debit card). This policy will also not cover any loss sustained by Passenger(s) booked on a flight-inclusive package sold and commencing within Uganda.

\*\*Policy Period covers bookings made within the dates specified regardless of date of travel\*\*