

## **TERMS AND CONDITIONS OF QUEENS AND CANONS SAFARIS LTD**

Queens and Canons safaris Ltd, organizes trips to Africa, especially to Uganda, Kenya, Rwanda and Tanzania, in addition to Europe and USA. Queens and Canons Safari Limited, carries out business only on the basis of its standard Terms & Conditions. We request you to read through these terms and conditions thoroughly. By filling in the booking form or transferring money into our account, you confirm that you accept these Terms & Conditions

### **Article 1**

*Introduction:* These travel terms and conditions are applicable to travel agreements, which Queens and Canons Safaris Limited enters into with one or more travelers.

### **Article 2**

*Information provided by Queens and Canons Safaris Limited;* Queens and Canons Safaris Limited uses the following payment conditions: Advance payment of 30% of the travel sum and 100% of the gorilla permits. This deposit must be paid as soon as possible The Balance payment must be paid 8 weeks before the start of the trip (for international tours and foreign visitors) but for residents, the payment methods defers and is more flexible. Queens and Canons safaris limited will provide the most important information regarding the trip to the traveler. The traveler himself is responsible for obtaining the necessary additional information from the relevant authorities with regard to passports and Visa obligations, including the checking procedure for whether the previously obtained information has not been changed in the meantime, before departure.

### **Article 3**

*Information provided by the traveler:* The traveler must provide all information which could be of importance in the conclusion or realization of the contract in good time, regarding him/herself and the travelers for which he/she has made a booking, before the agreement is entered into. This must in any event include his/her mobile telephone number(s) and email address(s). The traveler must indicate any details which could be of importance to the good realization of the travel package by Queens and canons safaris limited, regarding his or her own physical and mental condition, and regarding the capacity or composition of the party for which he/she has made a booking. If the traveler does not comply with his/her obligations to provide information, this could result in said

traveler(s) being excluded from (further) participation in the travel package. In such cases, all costs associated with this will be charged to the traveler. The traveler can ask Queens and canons safaris limited to change the travel offer for medical reasons and other reasons. Queens and canons safaris limited is not required to meet such a request, but if Queens and Canons Safaris Limited does meet it, the traveler must pay the costs associated with the change. For some activities, including visiting the gorillas and chimpanzees, age restrictions apply. For example, travelers must be at least 15 years old on the day of the trekking (the visit to the gorillas and chimpanzees). Queens and Canons Safaris Limited or authorities have the right to delete an activity in the event of an incorrect or unclear indication of the age (date of birth), without having to refund the amount paid.

## **Article 4**

*Confirmation/Withdrawal by Queens and Canons Safaris Limited:* The contract is realized as a result of acceptance by the traveler of the offer of Queens and Canons Safaris Limited, including the terms and conditions declared applicable. After the contract is realized, the traveler will receive confirmation of this, and/or an invoice, as quickly as possible. Queens and Canons Safaris Limited, is entitled to terminate the travel agreement in writing within the period stated in the offer in the event that the number of participants is smaller than the required minimum number of participants made known prior to the booking. The offer of Queens and Canons Safaris Limited is free of obligation, and can, if necessary, be withdrawn by Queens and Canons Safaris Limited, including after acceptance of the offer by the traveler and, as appropriate, after confirmation by Queens and Canons Safaris Limited. The withdrawal must take place as quickly as possible, in any event within 48 hours after the date of acceptance, giving reasons. If the traveler accepts the offer over the weekend, the deadline for withdrawal by the tour operator starts at midnight on Sunday evening. In such cases, the traveler is entitled to prompt reimbursement of any amounts paid. Manifest errors and/or mistakes are not binding on Queens and Canons Safaris Limited, and such errors or mistakes are errors and mistakes which are or should be recognizable as such at first sight from the point of view of the average traveler.

## **Article 5**

*Changes instigated by Queens and Canons Safaris Limited:* Queens and Canons Safaris Limited can only change the travel agreement as a result of serious circumstances, which Queens and Canons Safaris Limited must notify the

traveler of immediately. The traveler can only reject the change if the change causes a disadvantage to the traveler which is of more than a slight significance. Queens and Canons Safaris Limited can also change an essential point in the travel agreement as a result of serious circumstances, which Queens and canons Safaris Limited must notify the traveler of immediately, in other words without any culpable delay on the part of Queens and Canons Safaris Limited, up to twenty days before commencement of the travel package, Queens and Canons Safaris Limited can increase the travel sum in the context of changes to the transport costs (including fuel costs) or the taxes and levies owed (including National Park fees etc.).

In the event of application of this provision, Queens and Canons Safaris Limited will indicate how the increase has been calculated. In the event of a change to the agreement on an essential point, Queens and Canons Safaris Limited will immediately make an alternative offer to the traveler, if possible. The alternative offer must be equivalent. The equivalence of alternative accommodation must be evaluated on the basis of objective standards. Queens and Canons Safaris Limited is required to notify the traveler of a change to the departure time. With regard to the return journey of travelers who booked only transport and/or whose accommodation address is unknown, Queens and canons safaris limited. will make reasonable efforts to inform them about this change.

## **Article 6**

*Help and assistance depending on the circumstances:* Queens and Canons Safaris Limited is required to provide the traveler with help and assistance if the travel package does not proceed in accordance with the expectations which the traveler could reasonably have on the grounds of the contract. The costs arising from this shall be borne by Queens and Canons Safaris Limited, if the failure in the performance of the contract is attributable to Queens and Canons Safaris Limited. In the event that the cause is attributable to the traveler, Queens and Canons Safaris Limited is only required to provide help and assistance in as much as this can reasonably be expected of it. In such cases, the costs will be borne by the traveler. In the event that the travel package does not proceed in accordance with the expectations which the traveler could reasonably have had as a result of circumstances which are attributable neither to the traveler nor Queens and Canons Safaris Limited each of these will bear their own losses. For Queens and Canons Safaris Limited these will consist, among other things, of extra staffing costs; for the traveler these will consist, among other things, of additional accommodation and repatriation costs.

## **Article 7**

*Liability of Queens and Canons Safaris Limited:* Queens and Canons Safaris Limited or the local operator is not liable for damage, death, injury, illness, theft or damage / loss of property. Queens and Canons Safaris Limited is not responsible and liable for natural disasters, wildfires, actions from governments or authorities, terrorist attacks, strikes, theft, epidemics, incidents at sea, land and in the air, incidents involving wildlife and other similar incidents outside the control of Queens and Canons Safaris Limited. Queens and Canons Safaris Limited is not liable for the costs / damages for not appearing, coming late or delaying a flight or transfer, as a result of which the trip must be canceled or changed. If local circumstances make it necessary, Queens and Canons Safaris Limited and / or the local operators reserve the right to cancel an entire tour or part of it or change the itinerary. Queens and Canons Safaris Limited will always do their utmost to prevent any problems. Queens and Canons Safaris Limited is also not liable if the traveler has been able to recover his / her loss under an insurance policy taken out by him, such as a travel and / or cancellation insurance.

Traveling to Africa and doing safari trips brings people close to wild animals. Attacks and problems are rare, but cannot be excluded. It is therefore always necessary to follow the applicable rules and instructions and not to approach wild animals independently. No compensation can be claimed if the shortcoming in the performance is not attributable to Queens and Canons Safaris Limited or to the persons whose assistance we use in the execution of the agreement, or could be foreseen or could be rectified. In any case, no compensation can be claimed if:

- a.) The shortcoming in the performance of the agreement is attributable to the traveler
- b.) The shortcoming in the execution of the agreement could not be foreseen or could not be canceled and can be charged to a third party who is not involved in the delivery of the services included in the trip.
- c.) The shortcoming in the execution of the agreement is due to force majeure. Force majeure means abnormal and unforeseeable circumstances that are independent of the will of the person who relies on it and whose consequences could not be avoided despite all precautionary measures. In the event that a treaty, regulation or law that confers or prohibits the exclusion or limitation of

liability to the service provider on a service included in the travel, the liability of Queens and Canons Safaris Limited, is accordingly excluded or limited. The liability for damage suffered by the traveler is at all times limited to one time the travel sum. A shortcoming in the fulfillment of an obligation that can be attributed to Queens and Canons Safaris Limited obliges Queens and Canons Safaris Limited to compensate for other damage than financial loss, insofar as this shortcoming causes loss of travel enjoyment. This compensation will not exceed one time the travel sum.

## **Article 8**

*Rights of the traveler Substitution:* The traveler can request that Queens and Canons Safaris Limited replace him/her with another person. This is subject to the following terms and conditions:

- The other person complies with all the conditions to which the contract is subject.
- The request is submitted no later than 7 calendar days before departure, or in good time such that the necessary actions and formalities can still be carried out.
- The terms and conditions of the service providers involved in the fulfillment do not preclude such substitution. In the event that the request cannot be granted, Queens and canons safaris limited will notify the traveler to this effect, giving reasons. The booking party, the traveler and the person substituting for the traveler are jointly and severally liable vis-a-vis Queens and canons safaris limited. For payment of the part of the travel sum still owed, the amendment fee and any additional costs resulting from the substitution. For activities that are strictly registered (such as Gorilla Permits), Queens and canons safaris limited will do its utmost to convert this, but Queens and canons safaris cannot guarantee this, nor can it be held liable. Travel documents Queens and canons safaris limited will indicate in the confirmation the time at and manner in which Queens and canons safaris limited will make the travel documents available to the traveler. If the traveler has not received any travel documents by the time specified by Queens and canons safaris limited, and no later than 5 working days before departure, he/she must notify Queens and canons safaris limited or the booking office to this effect immediately.

## **Article 9**

The traveler can terminate the travel agreement. If the traveler does so, he or she will be required to reimburse Queens and Canons Safaris Limited. For the loss Queens and Canons Safaris Limited suffers as a result of the termination. This is a maximum of one time the travel sum. Queens and Canons Safaris Limited uses the following percentages of the total travel sum. The traveler who cancels the travel agreement is obliged to pay this cancellation fee to Queens and Canons Safaris Limited:

- 90 days and more, 40% of the cost of the tour
- 89 - 60 days, 60% of the cost of the tour
- 59 - 30 days, 80% of the cost of the tour
- 29 - 0 days, 100% of the cost of the tour

There is no refund of gorilla permits and chimpanzee permits. This is the policy of the respective wildlife authorities. Queens and canons safaris limited. will do everything possible (within reason) to resell these permits in order to limit the damage for the traveler.

## **Article 10**

*Payment:* The traveler who makes the booking at Queens and Canons Safaris Limited indicates that he or she has the authority to enter into a contract for him / her and the fellow travelers. A traveler who has not complied with his or her financial obligations by the moment stated by Queens and Canons Safaris Limited will be in default by the operation of law. In the event of non-payment or late payment, the traveler will be issued with a payment demand by or on behalf of Queens and Canons Safaris Limited, and will be given a period of 14 days during which still to meet his or her obligations. If payment has still not been made by that time, the agreement will be deemed to have been cancelled as of that day. The cancellation fee will be deducted from the amounts already paid. A traveler who does not pay in good time will owe the statutory interest rate on the remaining amount owed. After receiving a demand for payment, the traveler will also be required to pay the extrajudicial collection costs. The extrajudicial costs amount to a maximum of 15% in the case of a travel sum of up to €2500; 10% of the next €2500; 5% of the next €5000 and 1% of the amount above this. Queens and Canons Safaris Limited can deviate from the stated amounts and percentages to the advantage of the traveler.

## **Article 11**

*Obligations of the traveler:* The traveler is required to comply with all instructions issued by or on behalf of Queens and Canons Safaris Limited, and is liable for damage or loss caused by his or her actions. This is to be evaluated according to the standard of the conduct of a well-behaved traveler. A traveler who causes or could cause hindrance or nuisance to such an extent that a good fulfillment of a travel package is or could be impeded may be excluded from the travel package or the rest of the travel package by Queens and Canons Safaris Limited, if it cannot reasonably be expected of Queens and Canons Safaris Limited that the contract be complied with. The costs arising from this will be borne by the traveler. The traveler is required to avoid or limit any loss as much as possible. Each traveler must ascertain the exact time of departure for the return journey no later than 24 hours before the stated time of departure. The traveler is obliged to have travel insurance including medical cover, which is valid in the countries to be visited.

## **Article 12**

*Complaints:* During the travel package complaints about the performance of the agreement must be notified as quickly as possible on site, so that a solution can be sought. In this context, the traveler must report – in the following sequence – to:

- The appropriate service provider
- The holiday representative or, if he/she is not present or available;
- Queens and Canons Safaris Limited. In the event that the failure is not resolved, and negatively affects the quality of the travel package, this must in any event be notified immediately – in other words, without any attributable delay – to Queens and Canons Safaris Limited in Uganda. If a failure is not resolved satisfactorily on site, Queens and Canons Safaris Limited will ensure that there is a possibility to record it in the form of a complaint (complaint report). Queens and canons safaris limited will ensure that there is information regarding the procedure to be followed on site, the contact details and availability of the persons in question. In the event that the traveler has not complied with the obligation to register a complaint in the manner indicated by Queens and Canons Safaris Limited and as a result, the service provider or Queens and Canons Safaris Limited has not been given the opportunity to remedy the failure, any

entitlement to compensation for loss may be limited or excluded after the travel package. If a complaint has not been resolved satisfactorily, it must be submitted in the prescribed manner, within two months of the end of the travel package (or the service used), or after the original date of departure if the travel package has not gone ahead. The traveler must enclose a copy of the complaint report with this, if available. If the complaint relates to the realization of a contract, it must be submitted to the booking office as quickly as possible, and in any event within two months of the traveler taking cognizance of the facts to which the complaint relates. In the event that the traveler does not submit the complaint in good time, it will not be processed, unless the traveler cannot reasonably be blamed for this. Queens and Canons Safaris Limited will issue a substantive response no later than one month after receipt of the complaint.

## **Article 13**

*Disputes:* If a complaint is not resolved satisfactorily in good time, the traveler can put the case before the competent court in Uganda. Ugandan law is applicable to the contracts entered into, amended or supplemented on the basis of these travel terms and conditions, all rights of claim will lapse one year after the end of the travel package (or, if the travel package did not take place, one year after the original date of departure).

### **MEDIA HANDLES**

Find us through [www.queensandcanonssafaris.com](http://www.queensandcanonssafaris.com)

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