ECOQUEST VACATIONS P.O. Box 183065, Kampala, Uganda

E-mail: <u>safari@ecoquestvacations.com</u>

Tel: +256-393 252 221 COMPENSATION POLICY, TERMS AND CONDITIONS

This document sets forth the Terms and Conditions governing the services offered by **EcoQuest Vacations** ("the Company"). Confirmation of a safari or tour package with EcoQuest Vacations implies that the client has read, understood, and accepted all the terms and conditions herein, including the compensation, liability, and refund policies as provided.

Clients are encouraged to seek clarification on any matter before confirming a booking through the email address captioned above.

1. RESERVATIONS

When booking with EcoQuest Vacations, clients shall provide their intended dates of arrival and departure, number of travellers, their respective genders and ages, accommodation preferences, and flight details (if available). This information ensures satisfactory arrangements.

Upon confirmation, the client must disclose any special needs or requests (e.g. medical conditions, dietary requirements, disabilities). EcoQuest Vacations shall endeavour to accommodate such requests where possible, but does not warrant that all will be fulfilled.

While every effort will be made to ensure complete satisfaction, **EcoQuest Vacations shall not** be held liable for injury, delay, loss, or damage directly caused by third-party service providers including hotels, airlines, transport companies, or agents.

2. TOUR PRICE

Prices quoted include transportation as per itinerary, park entrance and conservation fees, professional guides, sightseeing, accommodation, driver allowances, drinking water, and meals specified in the itinerary as well as applicable taxes.

Prices exclude: traveler insurance, international flights, visas, tips, beverages, telephone calls, laundry, personal expenses, and any supplemental activities not stated in the itinerary.

All rates are subject to confirmation and may change due to exchange rate fluctuations or changes in operational costs. EcoQuest Vacations reserves the right to adjust prices accordingly, although every effort will be made to minimize increases.

3. GORILLA AND PRIMATE TRACKING PERMITS

To secure gorilla permits, clients must provide a copy of their passport bio-data page. Advance booking of at least three (3) months is recommended, especially for high season.

Children under 15 years and persons exhibiting communicable diseases will not be permitted to track gorillas or chimpanzees.

EcoQuest Vacations accepts no liability for individuals denied participation by park authorities. Gorilla and chimpanzee permits are strictly non-refundable, though may be transferred under limited conditions.

4. PAYMENT TERMS

A **50% deposit** of the total tour cost is required at the time of booking. The fee for non-refundable permits must be paid in full by the clients at the time of booking and is excluded from the 50% deposit. The balance shall be paid **not later than 30 days prior to the commencement** of the safari, unless otherwise agreed in writing.

Reservations made within 30 days of departure must be paid in full upon confirmation.

All payments are quoted in **US Dollars (USD)**. Payments made by Visa, MasterCard, or American Express attract a **4% bank surcharge** or any other charges and must be processed at least two months prior to safari start. In other words, all money transfers or payment charges are borne by the client.

Failure to make payment as agreed entitles EcoQuest Vacations to cancel the booking without further notice.

Once an agent confirms a booking, that agent shall be fully responsible for payment to EcoQuest Vacations.

5. CANCELLATION AND REFUND POLICY

All cancellation requests must be submitted in writing and are effective upon receipt by EcoQuest Vacations. Refunds are subject to deductions for third-party charges (lodges, banks, etc.) and inconvenience cost of 20% of the deposit made at the time of cancellation. The following forfeitures apply:

Notice Period Before Departure Cancellation Fee

> 35 Days	Loss of Deposit
15 – 35 Days	50% of Tour Price
7 – 14 Days	75% of Tour Price
3 – 6 Days	90% of Tour Price

0 – 2 Days No Refund

Note: Gorilla, Chimpanzee, Golden Monkey, and other tracking permits, as well as flight tickets, are 100% non-refundable.

EcoQuest Vacations reserves the right to deduct any costs incurred from prepaid funds.

6. TRANSFER OF BOOKING

In exceptional circumstances preventing travel, bookings may be transferred to another party subject to supplier consent and identical arrangements. Permits may be transferable under limited conditions but remain non-refundable.

7. ALTERATION OF ITINERARY

Requests to amend reservations will be accommodated where possible and may attract an amendment fee based on additional costs incurred and charges by the third party service providers.

EcoQuest Vacations reserves the right to alter routes, activities, or accommodations in the event of unforeseen circumstances such as road closures, weather disruptions, or security issues.

No refund shall be made for failure to join a tour, early departure, or late arrival.

The Company may, at its discretion, refuse any person's participation if their conduct causes danger, inconvenience, or harm to others, property, or the environment. In such cases, no compensation shall be due.

8. TRANSPORT

Transport shall be provided based on the group size and itinerary requirements. Vehicles are maintained in good condition, but the Company shall not be liable for breakdowns, delays, or damage arising from poor road conditions.

Only EcoQuest Vacations' designated drivers are permitted to operate the vehicles. The driver's decision on all operational matters is final.

9. ACCOMMODATION

Accommodation is based on Single, twin or double occupancy with private bathrooms unless otherwise stated. The service providers' rates for each type are incurred by the clients.

EcoQuest Vacations reserves the right to substitute accommodation of equal or higher quality if the confirmed option is unavailable. If only a superior alternative is available, any additional cost shall be borne by the client.

10. INSURANCE, EMERGENCY AND SAFETY

It is a mandatory condition of booking that clients obtain comprehensive travel insurance covering medical expenses, personal accident, death, repatriation, cancellation, and loss of property.

Clients are responsible for obtaining necessary vaccinations and carrying required medication during travel. EcoQuest Vacations assumes no liability for failure to comply with health precautions and for any Clients' health complications that might happen during the relationship with the company.

11. LIABILITY AND COMPENSATION POLICY

All bookings are accepted on the understanding that **EcoQuest Vacations acts solely as an agent** for hotels, airlines, and other suppliers.

The Company shall not be liable for injury, delay, loss, or damage arising from any act or omission of third parties or from causes beyond its control, including but not limited to:

- War, terrorism, or civil unrest
- Acts of government or border restrictions
- Natural disasters, pandemics, or epidemics
- Flight delays or cancellations
- Technical failures, weather conditions, or mechanical breakdowns

Compensation:

In the unlikely event of service failure directly attributable to EcoQuest Vacations, reasonable compensation may be provided from the funds already paid by the clients at the Company's discretion, limited to the total value of the affected service. No consequential or indirect damages shall be recoverable.

12. COMPLAINTS AND DISPUTE RESOLUTION

Complaints must be reported immediately to the Company representative and through the contact details provided above save for the postal address to allow prompt resolution.

If unresolved, the complaint must be submitted in writing within 15 days of tour completion. Claims lodged thereafter shall not be entertained.

In case of dispute, parties shall first seek **amicable resolution through mediation or arbitration** in Kampala, Uganda, in accordance with Ugandan law before resorting to litigation.

13. VIEWING ANIMALS AND WILDLIFE CONSERVATION

Viewing of wildlife is conducted under the supervision of professional guides and rangers. Clients are advised to maintain a safe distance and follow all park regulations.

Permits guarantee participation in tracking activities but do not ensure sightings.

The purchase or trade of wildlife products or artifacts made from animal parts is **strictly prohibited** under Ugandan and applicable international law in case of the services provided by

the company outside Uganda. EcoQuest Vacations supports and enforces wildlife conservation efforts.

14. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the **Republic of Uganda**, and any dispute not resolved at mediation shall be subject to the exclusive jurisdiction of Ugandan courts.

Acknowledgment and Acceptance

By confirming a safari or tour with **EcoQuest Vacations**, the client acknowledges that they have read, understood, and agreed to abide by all the terms, conditions, and compensation provisions herein contained.

Signed by Client:	
Full Name:	
Date:	
Signed for EcoQuest Vacations:	
Authorized Representative:	
Date:	