



## VENTURE UGANDA LTD

### Booking Conditions for clients booking through Decathlon, France

Please read these Booking Conditions carefully before Booking.

#### Definitions

In these Booking Conditions the following terms shall have the following meanings:

- 'you' and 'your' means all persons included in the booking (including anyone who is added or substituted at a later date)
- 'we', 'us' and 'our' mean Venture Uganda Ltd or our suppliers
- 'Group Organiser' means the adult named on the Booking Form who takes overall responsibility for your booking (including ensuring compliance with your responsibilities under these Booking Conditions) and is authorised to do so by all persons included in the booking including the parents or guardian of any person aged under 18 years of age.
- 'Group Leader' means the adult (aged at least 18 years) from within your group who has overall responsibility for the group *during* the tour.
- 'Downtime' is a "period of time, occurring within the overall duration of the venture, identified by agreement between the venture provider and participant prior to commitment to participation, as being beyond the jurisdiction of the venture provider". (British Standard 8848 2007:3).
- Personal time is, "time during the venture when an activity is not being undertaken but participants remain under the supervision of the leadership team" (BS8848 2007: 4).

#### 1. The nature of our tours

Venture Uganda Ltd organises holidays and educational visits to Uganda and other countries in East Africa.

We take every care to ensure that the travel arrangements we make for you are safe, comfortable and enjoyable. However, as our tours often take you off-the-beaten-track there may be possible risks and discomforts such as limited medical facilities and rough roads. Also, standards of service may be lower than in more developed areas. We therefore ask you to be reasonably patient and flexible.

Including something in your itinerary doesn't mean we have inspected its health and safety standards, and you travel at your own risk.

Where your travel arrangements include visits to places such as National Parks and Forest Reserves, we cannot guarantee sightings of wildlife.

#### 2. What our travel arrangements include

Our tours include everything specified in the particular itinerary advertised by, and booked through, Decathlon.

Typically, this will include:

- Airport Meet and Greet
- Airport transfers
- Transport and fuel for your itinerary
- Accommodation
- Meals as specified on your itinerary
- Entrance and activity fees
- Guides

Our tours do not include:

- Tips, gratuities or gifts for guides and activity providers
- Travel insurance
- International flights
- Visas
- Vaccinations, anti-malarials and healthcare costs

All our travel arrangements start and finish outside the International Airport in the country of arrival unless otherwise stated on your agreed itinerary. You are responsible for getting yourself to the agreed arrival airport and through Immigration and baggage collection, on time. You will be met outside by a member of our staff and escorted to the airport on your departure. We cannot be held responsible for any delays to your flights, difficulties entering the country, loss or damage to baggage or any associated costs such as accommodation costs where your departure flight is delayed.

#### Accommodation

We carefully select accommodation appropriate to our tours. Where there is no availability on your chosen dates, we will substitute accommodation of a similar standard and price. We do not guarantee the use of any specific property or room.

Accommodation is based on two people sharing either a double or twin room. A single room supplement (SRS) will apply for single occupancy.

Please bear in mind that some of the accommodation we use is located in town centres and it is possible that you will be able to hear noise from traffic, churches/mosques etc.

Accommodation will not be air-conditioned unless you specifically request that. Where it is available, there will usually be an extra cost.

#### Transport

Safari Land Cruisers and safari vans are used as standard. Vehicles will be in sound mechanical condition and fitted with seat belts, first aid kits and a fire extinguisher. All vehicles are insured.

In the event of a breakdown which necessitates the unexpected replacement of a vehicle we may have to accept a vehicle that is not of a similar standard, in the short term.

Drivers are subject to restrictions on their working hours. If you wish to make ad hoc visits not included in your itinerary these will be subject to the driver's availability and agreement and may incur additional charges. If this is not possible, your tour guide will be happy to advise you on alternative transport such as taxis. Please remember that Venture Uganda Ltd is not responsible for your safety or your enjoyment of any visit not part of an agreed itinerary organised by us.

### **3. Booking and payment**

To book a trip with Venture Uganda Ltd, through Decathlon, we require a completed Booking Form, signed by the Group Organiser.

Upon receipt of your Booking Form, we will make reservations. We will also issue a sales invoice to Decathlon for immediate full-payment for any gorilla and/or chimpanzee tracking permits. This payment will be non-refundable. Permits can only be purchased once your payment has been received.

Once permits and other services are secured, we will issue a Booking Confirmation to Decathlon, including details of the accommodation selected (this will be of a similar standard and price to any examples mentioned in the advertised itinerary). The Group Organiser must check the details of the Booking Confirmation carefully and notify us immediately of any errors and/or omissions as it may not be possible to make changes later.

Another sales invoice will be issued to Decathlon for the balance of the payment due and this should be paid in the month of the clients' travel.

Should someone wish to join an existing group booking, we cannot guarantee that they will be accommodated in the same properties as other group members, as properties may have become fully booked in the meantime.

All payments must be made in US Dollars (USD) by bank transfer. Please beware of email fraudsters – we will never ask you to make payments through cash transfer organisations like Western Union or MoneyGram.

Bookings are accepted subject to these Booking Conditions. Changes to them will only be valid if agreed in writing by our staff.

#### Special requests & medical problems

The Group Organiser must inform us, at the time of booking or as soon as it arises, if any member of the group has any disability, medical complaint, hereditary condition, previous trauma, special dietary requirements or other special requirements, whether or not you believe it may affect your arrangements or your participation in the visit. This is so we can advise whether your chosen travel arrangements are suitable, for example, if you will be close enough to medical facilities or if certain activities are appropriate. Occasionally, if we feel unable to accommodate the needs of the person concerned we reserve the right to decline or cancel their booking. Failure to declare any such conditions may invalidate any subsequent claim against us.

The fulfilment of some requests may incur a \$50 USD fee, per request, plus costs or charges and any costs or charges imposed by our suppliers. We will inform the Group Organiser in advance if this is the case. We will pass requests to suppliers but cannot guarantee that any request will be fulfilled by our suppliers unless we have specifically confirmed this in writing. Unfortunately, we cannot accept conditional bookings i.e. bookings which are conditional on the fulfilment of a particular request.

#### **4. The price of your trip**

The price for our travel arrangements is as advertised by Decathlon.

Where prices change after your booking has been confirmed we will absorb any increase equivalent to 2% of the price of your trip, excluding any amendment charges and we will notify you of any changes as soon as possible. If this means you have to pay a surcharge amounting to more than 10% of the price of your trip you can choose another trip if we can offer one (if it is of a lower quality, we will refund the difference in price) or cancel the trip and receive a refund (less amendment charges). Should you decide to cancel you must do so within 14 days from the issue date printed on the surcharge invoice.

There will be no price changes within 30 days of departure.

#### **5. Cancellation**

Decathlon must notify Venture Uganda, in writing, of any cancellations.

Cancellation fees will be charged as follows:

- If a booking is cancelled more than 30 days before the tour start date, we charge 5% of the total holiday price. Tracking permits are non-refundable once purchased.
- If you cancel 30 days or fewer before the tour start date we charge 100% of the total holiday price. This is to enable us to pay suppliers according to their booking conditions, as it is highly unlikely they will be able to re-sell what was booked.

These charges will be calculated from the date Venture Uganda issues a written acknowledgement of the cancellation notification.

We will issue an invoice for cancellation charges to replace our original sales invoice.

#### **Note: group member cancellations**

If a cancellation results in a remaining client needing a single room, a single-room supplement will be charged.

We strongly recommend that you include cancellation cover in your travel insurance.

#### **Changes to cancellation policy**

We reserve the right to change our booking conditions without notice. This is most likely to happen

if our suppliers change their booking conditions or procedures. Your booking is governed by the Booking Conditions in place at the time of booking.

#### If we alter your booking

Whilst we try not to make changes to your booking we must reserve the right to do so at any time.

Any such changes will be minor and we will not be liable for any compensation. Minor changes include any change which, taking into account the information provided on your booking form or that as a tour operator we would reasonably be expected to know, we could not reasonably expect to have a significant effect on your confirmed arrangements.

We will not make any significant changes such as removing a major destination from your itinerary, after full payment is due, unless the change is due to Force Majeure (see below). In the event that we have to make a significant change, you may:

- Cancel the tour and receive a full trip cost refund. But we will not be liable for any compensation and we strongly recommend that you obtain travel insurance to cover any cancellation.

Our liability is limited to that outlined above and no other expenses, costs or losses will be refunded or compensated.

#### Changes during your trip

Occasionally, we may need to change your itinerary *during* your trip due to Force Majeure (see below). For example, weather conditions may cause delays to your itinerary. In such circumstances we will try to amend your itinerary but you will not be refunded or compensated for any services or visits missed and you will be responsible for the cost of any new arrangements made by us or our suppliers on your behalf.

#### Overbooking

Very occasionally, one of our suppliers may confirm the availability of their accommodation to us which subsequently turns out to be unavailable and cannot be re-booked because there is no availability. In such circumstances we and our suppliers will try our best to find alternative accommodation of a similar standard for you. If, however, we can only find accommodation of an inferior standard, then we will refund the difference to you.

#### Force Majeure

We do not accept liability for cancellations, changes to your holiday or the performance of our contractual obligations where these have been affected or prevented by circumstances which amount to Force Majeure. These are events which we, or the suppliers of the services affected could not foresee or avoid even with taking all due care. Force Majeure could include but are not limited to war, threats of war, riots, civil strife, natural or industrial disaster, extreme or adverse weather conditions, computer or systems failure, acts of god, fire, terrorist activity, industrial disputes, epidemic or health risk, technical problems with transport, closure of, or congestion at, airports or ports, decisions by governments or national parks or similar authorities, changes of schedule or operational decisions of suppliers including, public ferry boats and air carriers and similar events beyond the control of the parties.

We are not liable for refunds for loss or cost incurred following actions of third party logistics or activity suppliers or actions based on advice from governments or similar bodies to prematurely end the visit or cancel the visit within 30 days of the proposed start date. **We therefore strongly recommend you include cancellation cover in your comprehensive travel insurance policy.**

## **6. Our responsibilities**

We accept liability for the proper performance of the holiday sold to you. We have taken reasonable care to ensure that our suppliers are reputable, safe and efficient businesses.

If the contract with you for your trip is not performed or is improperly performed by us or our suppliers we will pay compensation if this has affected the overall enjoyment of the trip.

We are not responsible where the failure arises from your own actions or those of a third party not connected with the services we have agreed to provide, are due to Force Majeure (see above) or

are a result of something which you should have declared to us upon booking. We are also not responsible for anything which occurs during agreed 'downtime (see definitions)' in your itinerary.

Our liability (except in cases involving death, injury or illness) shall be limited to a maximum of two times the price you have paid for your trip. Our liability will also be limited and subject to:

1. The terms and conditions applicable by our transport suppliers which are incorporated into these conditions; and
2. Where any claim or part of a claim concerns or is based on any travel arrangements or any stay in a hotel, the maximum amount of compensation we will have to pay you will be limited to the most any hotel or carrier concerned would have to pay under the relevant international convention or regulation (for example, the Warsaw Convention). Please note, where a carrier or hotelier would not be obliged to make any payment to you, we similarly are not obliged to. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the carrier or hotelier in question.

Please note:

(a) the information on our sales literature and website has been compiled with all reasonable care and is accurate to the best of our knowledge. However, suppliers in the locations we feature may withdraw advertised facilities (e.g. swimming pool or restaurant) for maintenance, during public holidays or because of low bookings without advising us of this. If we are advised we will try to let you know, if there is time to do so before your departure. Such withdrawal of facilities are minor changes under these conditions. Representations made by our suppliers such as hotels on their websites are not made on behalf of us and we accept no liability for these.

(b) Where a claim is due to the act or omission of our suppliers or subcontractors, our acceptance of liability is subject to you assigning to us your rights against them, and also cooperating with us in any legal action we wish to take against them.

(c) Our responsibility is only in respect of the services we are contractually obliged to provide. We are not responsible for the performance of services you may purchase locally, such as excursions, car hire and other activities purchased by you during the trip.

(d) Your visit has set dates. We are not liable for any additional costs incurred if you decide to arrive early or stay on after your trip. If you choose to leave your tour or are instructed to do so by staff (see clause 7) Venture Uganda is released of any responsibility for your welfare.

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 or complaint 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 foreign countries which would have applied had those services been provided in those countries. The exception to this is where the claim or complaint concerns the absence of a safety feature which might lead a reasonable person to refuse to take the tour in question.

## **7. Behaviour and supervision**

While individuals are legally responsible for their own conduct, the Group Leader remains responsible for the group's adherence to these Booking Conditions, for ensuring adequate supervision at all times and agrees to act as liaison between ourselves and the group.

The guide or supplier representing us at any point has ultimate authority on the trip. If you commit an illegal act or behave offensively, are under the influence of drugs or alcohol, damage property or act in any way that is detrimental to the safety or welfare or your fellow group members, other holiday makers or local people, your guide may without prior notice terminate the arrangements of the person(s) concerned or of the entire group as we reasonably consider appropriate. We would no longer be liable for any such person and no refund would be due. Termination of contract(s) may result in increased costs for other group members where, for example a single person supplement becomes payable or group discounts are lost due to reduced numbers.

When you book with us you accept full responsibility for any damage or loss caused by you or any member of your group. Full payment for any damage or loss must be paid direct at the time to the accommodation owner or manager or other supplier. If you fail to do so you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your or any member of your group's actions.

## **8. Insurance**

It is a condition of booking that all persons are adequately insured for the visit. Your travel insurance should cover your baggage, loss of money, passports, jewellery or other high value items, cancellation or curtailment, personal accident, medical expenses (including international medical emergency services, medical evacuation and air ambulance services).

Venture Uganda does not provide insurance cover for luggage, personal items or equipment. If we are responsible for loss or damage to your luggage or personal items while they are in our care, our liability is limited to a sum equivalent to any excess charge that would be due on any claim made under your travel insurance policy. No liability is accepted for high value items such as money, laptop computers, passports or jewellery.

Venture Uganda cannot accept responsibility for your medical care but will try to ensure that you have access to medical care under your insurance policy in emergencies. We may make any arrangements that we see fit in a medical emergency and recover any resulting costs from you.

We will require your policy number and the emergency contact number of your insurers so we can contact them on your behalf, if necessary. Failure to provide insurance details before departure will be treated as cancellation by you.

## **9. Visas and travel documentation**

We offer guidance regarding such matters as visas, vaccination certificates and passport requirements but you are ultimately responsible for ensuring that you have the correct documentation and that you take all the necessary health precautions before and during your trip and you must pay all the costs involved. We recommend you apply for passport and visas and seek travel health advice at least 8 weeks prior to travel.

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.

We cannot accept any liability if you are refused entry onto any transport or into any country due to a failure on your part to carry the correct documentation. If such failure results in, or causes delays which result in, fines, surcharges or other financial penalty being imposed on us or any of our suppliers, you will be responsible for reimbursing us accordingly.

## **10. Health**

Information and advice on health, including any mandatory and recommended health formalities (vaccinations and precautions) can be obtained from your personal doctor, practice nurse or travel health clinic. Ideally you should seek this advice at least 8 weeks before departure. Further information and advice can be obtained online for example at <https://travelhealthpro.org.uk/> or through professional travel agents and tour operators associations.

## **11. International driving licence**

It is your responsibility to ensure that you have the correct driving license documentation for any vehicle you intend to drive during your visit. This should include a photo style license plus any relevant supplementary international or local permit required in the country you are visiting.

## **12. Children and infants**

The risks of taking children and infants on a trip are entirely the responsibility of the adults accompanying them.

## **13. Safety**

We will undertake a general risk assessment for all the travel arrangements we offer. Although it is not practical to inspect all visits and facilities we will make reasonable efforts to obtain evidence from our suppliers that health and safety has been evaluated. We will put in place safety measures where appropriate and notify you of any potential remaining risks.

You will be notified before departure of our emergency contacts and procedures and it is a condition of your booking that you provide us with the emergency information we deem necessary. Failure to do so will be treated as cancellation by you and charges will be applied in line with our cancellation policy.

#### **14. Complaints and problems**

If you have cause for complaint on the trip, the Group Leader should tell your tour manager, guide or local supplier immediately so that they have a chance to remedy the problem and also notify them in writing as soon as possible. If the problem is not resolved to your satisfaction, the Group Leader must contact our Kampala office during working hours or via the 24-hour Duty Officer.

If you remain unsatisfied, the Group Leader must write to us within 14 days of the end of the trip detailing the complaint. We will acknowledge and investigate your complaint and report to you as soon as possible but not later than 14 days from receipt for an acknowledgement and not later than 28 days from receipt for a full reply to be sent or a reply containing a detailed explanation for the delay. Please bear in mind that many of our suppliers' communications can be slow.

If you fail to follow this simple complaints procedure, your right to claim any compensation you may otherwise have been entitled to may be affected or even lost as a result.

#### **15. Privacy policy**

While we are a Uganda-registered company, for the peace of mind of our clients, we draw guidance from the [UK General Data Protection Regulation \(UK GDPR\)](#) and the [Data Protection Act 2018](#), and, for this purpose, Venture Uganda is a data controller.

In order to process your booking, we need to collect certain personal details from you. These details will include, where applicable, the names, addresses and ages of group members and special requirements such as those relating to any disability or medical condition which may affect the chosen arrangements and any dietary restrictions. We assume that you have any necessary permission from your group members to pass on the personal details.

We need to pass on your groups' personal details to certain companies and organisations so that appropriate arrangements can be provided (for example your hotel or other suppliers). Such organisations may be outside the UK. We would also like to store and use your personal details for future marketing purposes (for example, sending you a brochure or details of a promotion).

If you do not want us to do any or all of these things, please let us know as soon as possible. We are entitled to assume you and the rest of your group members do not object to our doing any of the things mentioned in this statement unless you tell us otherwise in writing.

Except where expressly permitted by the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018, we will only deal with the personal details you give us as set out above unless you agree otherwise. We have appropriate security measures in place to protect this information.

You are entitled to ask (by letter or email) what details of yours are being held or processed, for what purpose and to whom they may be or have been disclosed. We will charge a fee of £50 to respond to such a request. We promise to respond to your request within 40 days of receiving your written request and fee. In certain limited circumstances we are entitled to refuse your request.

#### **16. Jurisdiction**

All matters concerning your contract with Venture Uganda are subject to Ugandan law and the exclusive jurisdiction of Uganda courts.

#### **17. Publication date**

These booking conditions were published on 1<sup>st</sup> January 2026.

#### **18. Company information**

Venture Uganda Ltd is a registered company in Uganda with company number 80010003406460. Our registered office and physical address is Busibante Zone, Najjeera 2, Wakiso, Uganda. Our postal address is P.O. Box 40244, Nakawa, Kampala, Uganda.

**Any further questions**

If, after reading these Booking Conditions, you have any further questions about booking a trip with us, please contact us and we will be happy to answer them.