

Cancellations

Special condition for tours that require a Gorilla permit: When a client cancels a tour that requires a gorilla trekking permit, the permit price is non-refundable and will be forfeited.

Cancellation of private groups: Please refer to the cancellation conditions on the individual quotation contract.

Cancellation of a scheduled tour booking must be made in writing and is not effective until such written cancellation is received and acknowledged by ***Orogu tours and travel (U) ltd.***

No cancellation fee is applicable to tours cancelled more than 60 Days before date of departure (excluding the non-refundable gorilla trekking permit)

Should a client cancel a booking 60 days or less prior to the date of departure of the tour for any reason (except due to death or hospitalization), the client shall be liable to pay a cancellation penalty.

The cancellation penalty is calculated by having regard to the nature of the booking, length of notice of cancellation and reasonable potential to find alternative customers. Having regard to the aforementioned factors, the following percentages may be forfeited by the customer in respect of the arranged tour price due to a no-show based on the number of days between receipt of the cancellation notice and the date of the departure:

- >60 Days: No fee applies (unless Gorilla Permit has been booked – which is non-refundable)
- 30 – 60 days: 50% of the tour price is held as cancellation
- 10 – 29 days: 75% of the tour price is held as cancellation
- 0 – 9 days: 90% of the tour price is held as cancellation

All cancellations need to be made in writing and confirmed by the reservations team by email. The above mentioned cancellation fees are applicable to any pre-booked or pre-paid Activity Packages which will also be charged if a tour is cancelled.

The company reserves the right, at any time and for any reason, to cancel the tour on notice to the client. In such event, the company shall refund the tour price to the client. It is recorded that refund of the tour price as aforesaid shall be the company's sole responsibility to the client, and no claim for any damages, howsoever arising, shall accrue against the company by reason of a cancellation of the tour.

The client acknowledges that the tour is subject to a minimum booking of 4 passengers (including the client). If the minimum booking is not obtained, the company reserves the right to cancel the tour and refund the tour price to the client, in which event the client shall (for the avoidance of doubt) have no claim for any damages against the company.

Child policy

- 13 – 15 Years: ***Orogu tours and travel (U) ltd*** will accept a maximum of two children between the ages of 13 to 15 years on any tour without requesting permission from agents or clients. If more children want to join a tour once the maximum has been reached, this will be allowed on a request basis only.
- 8 – 12 Years: Children between the ages of 8 – 12 years will be accepted to travel with ***Orogu tours and travel (U) ltd*** on a request basis.
- 8 Years: No children under 8 years of age may travel on ***Orogu tours and travel (U) ltd's***

scheduled tours unless under the custody of an adult.

- A child must be 15 years or older to partake in the Gorilla trekking activity and 14 years or older to climb Mount Kilimanjaro.
- Any traveler between the ages of 8 – 16 must be accompanied by a parent, unless specific authorization had been obtained from **Orogu tours and travel (U) ltd**.
- 17 – 18 Years: Guests of this age may travel with us with a letter of permission from their guardian; they do not require a parent to travel with them.
- “On a request basis” means that **Orogu tours and travel (U) ltd** will receive the child request from the agent and once **Orogu tours and travel (U) ltd** has confirmed receipt of the child request with the agent in writing, all other agents who have guests booked on the specific departure will be contacted to request permission for the child / children to join the tour. The agents then have 48 hours to respond to the request. If no response is received from any agent, the child/children will be accepted onto the tour. If the response is negative, we will have a look at an alternative date or tour for the family.

Travel documents

- It is the client’s sole responsibility to ensure that passports, visas, health certificates, proof of vaccinations and any other required documentation are all in order for the countries to be visited during the tour.
- The company shall not be held liable for any consequences, damages or claims if the client does not adhere to correct documentation and related matters as contemplated herein.

Insurance

- Comprehensive travel and cancellation insurance is mandatory on the tour. It is the client’s responsibility to ensure that he or she has such insurance in place (together with the required paperwork to prove such insurance) before embarking on the tour.
- Should the client be unable to present proof of such insurance to the company (on request therefore by the company), the company may, in its sole discretion, exclude the client from the tour, and the client shall be liable for the cancellation penalty payments set out in these terms and conditions.
- The client acknowledges that the travel insurance must include comprehensive medical insurance including provision for air evacuation, and that the company shall not be liable for any consequences, damages or loss as a result of the client failing to have the necessary cover.

Baggage

- The client shall be responsible for all baggage and personal effects brought by him or her on the tour, and the company shall not be liable for any loss or damage to such baggage or personal effects, howsoever arising.
- The client shall be entitled to one bag (being a backpack or soft bag, and not a suitcase) that weighs not more than 20 kilograms, and a daypack. Should the client require a larger baggage allowance, this may be arranged with the company against payment of a fee that the company may levy in its sole discretion. Notwithstanding the foregoing, the company reserves the right to refuse excess baggage.

Health

- The client accepts that to participate in the tour requires a measure of physical fitness and health and it is the client's obligation to ensure that he or she is medically fit to embark on the tour.
- Passengers over the age of 60 take responsibility that they are fit enough to travel and may be asked to leave the tour if they are hindering the progress of the tour.

Authority or tour

- The client must at all times comply with the laws, customs and foreign exchange regulations of all countries visited during the tour.
- In addition, the client acknowledges that any disruptive, dangerous or potentially dangerous behaviour during the tour shall not be tolerated and that the company, its employees, representatives, agents and/or contractors being so authorized, reserve the right to exclude the client from the tour at any point therein in such circumstances.
- The company shall not be liable for any costs and/or expenses for the client resulting from exclusion as aforesaid, and the client shall not be entitled to a refund or rebate of the tour price or any additional compensation in such instances.

Marketing

- The company reserves the right to use any photographs and video taken during the tour for use in marketing or any other advertising material, and the client hereby consents to such use. The client further agrees that the company shall retain copyright over any such photographs and videos taken during the tour and/or used in its brochures and, to the extent necessary, the client hereby assigns copyright in such photographs and/or videos to the company.

Force majeure

The company shall not be held liable in any way, for any occurrences or any consequences which may arise as a result of these unforeseen circumstances that may cause delays or alterations to the tour.

These may include but not limited to war, riots, civil unrest, crime, or an event described by the legal term "**act of God**" (hurricane, flood, earthquake, volcanic eruption, weather changes) and any other unforeseen reasons beyond the control of the company.

Indemnification and exclusion of liability

- The client accepts that the tour is of an adventurous nature and involves an element of personal risk.
- The company and its respective directors, officers, employees, representatives and agents shall not be liable for any loss or damage of whatsoever nature and howsoever arising (including, but not limited to, the client's or any other person's injury or death, or any loss of or damage to the client's or any other person's property) which the client or any such other person may incur or suffer as a result of or arising from the client's participation in the tour and any other activities undertaken on or during the tour, and the client irrevocably and forever releases and discharges the company and its respective directors, officers, employees,

representatives and agents from any and all such liability.

- The client furthermore indemnifies and holds the company and its respective directors, offices, employees, representatives and agents harmless from and against any and all loss, damage, actions, proceedings, claims, demands and legal and other costs and expenses (including legal costs on an attorney and own client scale) of whatsoever nature and howsoever arising (including, but not limited to, the client's or any other person's injury or death, or any loss of or damage to the client's or any other person's property) which the client or any such other person may incur or suffer as a result of or arising from the client's participation in the tour and any other activities undertaken on or during the tour.

Privacy policy

The supplier has a strong commitment to providing excellent service to all of our customers and visitors of this website, including respecting concerns about privacy. The Supplier will explicitly ask when we need information that personally identifies you or allows us to contact you ("personal information"). Generally this information is requested when making reservations; when requesting a particular service. You agree to provide accurate and current information, and not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent your affiliation with anyone or anything.

The purposes for which the supplier will use your personal information are as follows: to transact with you via the website or email regarding reservations, to provide services to you via our website; to inform you of new features, services, special offers and products (provided you have consented to receiving such marketing material); to enable us to process, validate and verify reservations and requests for services and for the purposes for which you specifically provided the information; to improve your experience on our website.

The supplier shall be entitled to disclose personal information if required to do so (a) to comply with applicable law or with legal process served on the supplier; (b) to protect and defend the rights or property of the supplier, and (c) for the purposes of distributing same to various employees and/or third parties who assist the supplier in providing services to you and thus need to know your personal information in order to render a proper and efficient service to you. We will ensure that all such employees and/or third party service providers having access to your personal information are bound by appropriate and legally binding confidentiality and non-use obligations in relation to your personal information.

You are aware that information and data is automatically collected through the standard operation of the Internet servers and through the use of "cookies." "Cookies" are small text files a website can use to recognize repeat users, facilitate the user's ongoing access to and use of the website and allow a website to track usage behaviour and compile aggregate data that will allow content improvements and targeted advertising. Cookies are not programs that come onto your system and damage files.