



**DECAGON ADVENTURES & SAFARIS LIMITED**  
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## TOUR PARTICIPANT AGREEMENT

The Following Contract details the Agreements between **DECAGON ADVENTURES AND SAFARIS LIMITED** and You With respect to your Adventure Travel with Us. Please Read this document carefully as the deposit and payment for your trip constitutes consent to all conditions and provisions included.

### TOUR COSTS AND INCLUSIONS

**All tour costs are based upon the specified services in your customized itinerary as per the “Inclusions” section.**

Tour Costs generally include accommodations, Flight Tickets (If Any), Private Sightseeing with an English Speaking Guide (Unless Touring is specified as group or lodge based touring) and/or English-Speaking Drivers as specified in the itinerary, admission fees (unless otherwise specified), meals as indicated in detailed itinerary (B=Breakfast=Lunch, D=Dinner); Accommodation Taxes and Service Charges; Regional Surface Transportation; internal flights (If specified as included), airport, train station and/or port transfers as specified; government fees and local handling charges; travel visas (if specified as included); Itemized Cost Breakdowns are not Available. Please Refer to The ‘Inclusions section of your personalized itinerary for detailed information regarding which services are included in your tour cost. **ALL TOUR COSTS ARE EITHER IN UGANDA SHILLINGS OR US DOLLARS.**

Quoted tour prices include extensive personalized planning and operational charges and are based on current rates of exchange, airfares, tariffs and taxes as of the date of issuance of your itinerary. Prices Are Valid for the travel dates specified in your confirmed itinerary. Decagon Adventures and Safaris Limited reserves the right to increase tour prices to cover increased costs, airfares, tariffs and taxes and to reflect fluctuations in foreign exchange markets. Prices are based on the number of travelers in your party; additions to or withdrawals from the group may alter the price for each participant

### ITEMS NOT INCLUDED

Unless otherwise specified in your itinerary, international flights, private air charters, airport departure taxes, gratuities, laundry, alcoholic beverages, excess baggage charges, visa

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fees for visas obtained on arrival, travel insurance, tours indicated as optional or not specified in the itinerary, items of personal nature and any items not specifically listed as included.

## **RESERVATIONS, DEPOSITS & PAYMENTS**

Reservations May be made by contacting Decagon Adventures And Safaris Limited. A 1000\$ per person deposit is required in order to confirm services. Full Payment is due or no later than 90 days prior to tour start date, the entire tour cost must be paid at the time of booking. All Payments Can Be Made using VISA, Mobile Money, MasterCard. All Payments and Deposits are non Transferrable. NOTE: Certain Tour Destinations, or tours booked during peak travel dates, require additional advanced deposits and/or have different payment terms and conditions. In such cases, the additional deposit amounts and related payment terms and conditions will be advised once required.

## **CANCELLATIONS & REFUNDS**

All Cancellations and refund requests must be made in writing to our office in Seeta. Your Cancellation Date will Be The Date We Receive Your Notice. No verbal refunds requests will be honoured. Deposits are non-refundable. Refunds of final payment will be honored as follows:

Notice received between 61-90 days prior to scheduled tour: 75% refund

Notice received between 31-60 days prior to scheduled tour: 50% refund

Notice received 30 days or less prior to scheduled tour: NO REFUND

NOTE: Certain Tour destinations, or tours booked during peak travel dates, require additional advance deposits and/or have different payment terms and conditions. In Such Cases, the additional deposit amounts and related payment terms and conditions will be advised once required.

Cancellation penalties and fees imposed by our suppliers may be additional and, if imposed will be deducted from the above refunds, if any. No refunds will be made after commencement of your tour, whether for early termination, voluntary absence from the tour, or for any unused services. Your decision not to travel due to Warnings, fear of travel, illness or any other reason will be deemed a cancellation. If a flight or other delay for any reason causes you to miss your services, no refunds will be given. Please see our limits on responsibility elsewhere on these pages. Change of trip date or change of travel destination(s) will be treated as a cancellation and cancellation fees will apply. Please Allow Eight Weeks for administration of refunds. Comprehensive Travel Insurance (Including trip delay, trip cancellation, trip interruption and baggage) and health, accident and medical evacuation insurance are strongly recommended.

## **TRANSPORTATION**

All air fares are subject to restrictions, cancellation penalties, change fees, and general airline policies and may change without notice. Certain Airfares are subject to airline administration fees. Internal air arrangements are confirmed on commercial or scheduled flights, unless otherwise specified; requests for private charters must be made directly with Decagon Adventures And Safaris Limited. Should You Cancel or Change Your Air Reservation once flights have been ticketed, cancellation and change fees may apply. Air, Seat and Meal Requests are the sole responsibility of the traveler. We cannot be held responsible for aircraft or seat assignment changes made by the airline. Note That Regional Flights Overseas often will not accept advance seat or meal requests. Clients are responsible for reconfirming all flights within 48 hours of each flight. Travelers are responsible for providing Decagon Adventures and Safaris Limited with the official (airline issued), complete and up to date international flight details. Ground Transportation is provided by air conditioned Vehicles unless otherwise specified. Note That Seatbelts are not always available in international destinations.

## **ACCOMMODATIONS**

Accommodation classification is based on a combination of factors including price, location and quality. In remote areas, Accommodation maybe provided on a best available basis. Prices are based on double occupancy rooms with private bath facilities, unless otherwise requested or stated. Note that in many countries King Beds and Non Smoking Rooms are not available. Decagon Adventures and Safaris reserve the right to substitute comparable accommodations without notice.

## **PASSPORT AND VISAS**

All tour participants must be in possession of a passport valid for six months from their date of arrival into Uganda or to any foreign country. For some tours, you will need to have multiple consecutive blank visa pages within your passport (The Number Varies depending on the destination(s)). It is the sole responsibility of the tour participant to secure a valid passport with sufficient blank pages for immigration and visa stamps. Although Decagon Adventures And Safaris Limited cannot be responsible for visas unless a specific arrangement is made, we are happy to assist you in securing any necessary tourist visas. Please let Decagon Adventures and Safaris Know if you would like us to obtain visas for you.

## **BAGGAGE**

All baggage is transported at owner's own risk. Please check directly with the airline for specific baggage allowances. Decagon Adventures And Safaris arrangements and tour costs are based on one suitcase and one carryon bag per traveler. If you anticipate that your luggage will exceed this amount, please contact us as soon as possible so that we can arrange larger vehicles for airport transfers and sightseeing accordingly. All money, valuables and travel documents should be packed in a carry-on bag for which you are

responsible at all times. Decagon Adventures and Safaris cannot be responsible for loss or damage to baggage. Insurance is strongly recommended.

## **HEALTH AND PHYSICAL CONDITION**

Participants are understood to be in sufficient good health to undertake foreign travel. Decagon Adventures And Safaris Limited requests that all travelers notify us in writing as early as possible of any physical or health conditions or other special needs while traveling(e.g,wheel chair requirements, access to refrigerators to store medications, dietary requirements or allergies, requests for large seats, unlimited walking ability during touring, schedule requirements,etc).We make this request to ensure that your comfort and convenience are taken into consideration for all the travel services we arrange. We will make reasonable efforts to accommodate the needs of our travelers. In cases where we cannot accommodate a traveler's special needs, person's requiring this assistance must be accompanied by a companion who will be responsible for independently providing the needed assistance. We regret that we cannot provide special individual assistance to traveler's with special needs for ordinary daily activities, such as walking and dining. Unless specific arrangements have been confirmed with Decagon Adventures and Safaris, in no instance will we or our suppliers physically push wheelchairs or lift or assist participants onto or off of transportation vehicles.

## **MEDICAL COSTS AND INSURANCE**

Decagon Adventures and Safaris Limited recommends that, before traveling, you review your health and other insurance to ensure you have coverage appropriate to meet your needs, and those of your family and dependents, incase of any personal injury or loss of property. We also recommend consulting with your doctor six to eight weeks prior to your trip for advice on travel medications and recommend prophylaxis and vaccinations. Travelers are responsible for verifying all health conditions at each travel destinations Furthermore Decagon Adventures And Safaris Limited strongly recommends the purchase of comprehensive travel insurance and Medical Evacuation Coverage. Any questions about what travel insurance does and does not cover should be addressed directly to the travel insurance company. Travel Insurance, Medical Evacuation and hospitalization costs are not included in the tour price.

## **ALTERATIONS OF ARRANGEMENTS**

Voluntary changes made by tour participants after the itinerary has been finalized will be subject to a \$100 charge per change, in addition to the costs required for the changes, if any. Spelling corrections to clients' names after air tickets have been issued are subject to airline revision fees. Should events beyond our control require it, Decagon Adventures And Safaris Limited reserves the right to alter or modify the itinerary without advance notice ,to withdraw any tour component from your trip and /or to substitute a tour component of equal standard. Any costs resulting from such modifications shall be the responsibility of the tour participants. If any trip has to be delayed due to bad weather, travel

conditions, flooding, flight or other transportation delays, over booking, government intervention, acts of war, acts of terrorism, sickness or any other contingency beyond the control of Decagon Adventures And Safaris Limited, the additional costs of the delays and rerouting will not be included and will be the responsibility of the tour participant. If, for reasons beyond our control, a tour in progress must be interrupted or cancelled, we will, in good faith, consider refunding a portion of the price, depending on our actual costs incurred, compared to the tour in your itinerary.

## **LIMITS ON DECAGON ADVENTURES AND SAFARIS RESPONSIBILITY**

Your trip will be arranged by Decagon Adventures And Safaris Limited ('Decagon') acting only as agents for the hotels and other places of accommodation, tour companies, airlines and air charter companies, vehicle companies, railroads, ship lines and other vendors and their owners or contractors ('our supplier associates') providing accommodations, touring, transportation or other services included in your trip. Decagon Adventures And Safaris Limited does not own or operate any entity which is to or does provide goods or services for your trip. All such entities are independent contractors. As a result, Decagon Adventures And Safaris Limited cannot be liable for any negligent or willful act of any entity, their employees or agents or of any third person. All Vouchers, Coupons, Exchange Orders, Receipts, Contracts and tickets issued by Decagon Adventures And Safaris are issued subject to any and all tariffs, terms and conditions under which such accommodations, sightseeing, transportation, or other services are provided by our suppliers. Decagon Adventures And Safaris Limited can accept no responsibility or liability for passenger health and safety. All should be prepared for unexpected changes in the itinerary, and should arrive with a flexible attitude towards their visit and with the understanding that it is impossible to control, foresee, or guarantee all aspects of the tour.

Neither Decagon Adventures and Safaris Limited nor any of their affiliates or agents, shall be or become liable or responsible for any loss, injury or damage to the person, property or otherwise in connection with any accommodations, transportation, touring, or other services provided resulting directly or indirectly from any acts of God, Fire, Breakdown in Machinery or Equipment, Acts of Government or other authorities, wars whether declared or not, hostilities, acts of nature, animals, criminal acts, acts of terrorism, civil disturbances, strikes, riots, thefts, pilferage, loss or damage to baggage, illness, allergic reactions, disease, epidemics, quarantines, medical or customs regulations, financial defaults of service providers, delays or cancellations of or changes in the itinerary or schedules, or from any other causes beyond the control of Decagon Adventures And Safaris Limited including without limitation, any act of negligence or breach of contract by any independent third party who is to or does supply any goods or services for your trip or for any loss or damage resulting from insufficient or improperly issued passports, visas or other documents and that neither **DECAGON ADVENTURES AND SAFARIS LIMITED** nor any of the agents shall be or become liable or responsible for any additional expenses or liability sustained or incurred by you as a result of any of the foregoing causes. The services provided by our suppliers are subject to the laws of the place where the services are

provided and any conditions imposed by those suppliers. The liability of the suppliers maybe limited by their tariffs, conditions of carriage, tickets and vouchers, and international conventions and agreements.

**PAYMENT OF ANY TOUR FEES SHALL CONSTITUTE CONSENT TO ALL PROVISIONS OF THIS AGREEMENT AS SET FORTH HEREIN.**

**NAME OF THE TRAVELER** \_\_\_\_\_

**SIGNATURE OF THE TRAVELER** \_\_\_\_\_

**DATE** \_\_\_\_\_