



TOURISM FOR A BETTER WORLD

Terms and Conditions/Compensation Policy for Community-Based Tourism Organization

Effective Date:

1. Acceptance of Terms

By booking a tour, service, or accommodation with [Name of CBTO] (hereafter referred to as "the CBTO"), the Client/Guest (hereafter referred to as "the Guest") agrees to be bound by these Terms and Conditions, the CBTO's Health and Safety Policy, and the Environmental Policy.

2. Booking and Payment Policy

2.1 Deposit Requirement

A non-refundable deposit of [**Specify Percentage, e.g., 25% or USD equivalent**] of the total booking cost is required at the time of confirmation to secure the reservation.

2.2 Final Payment

The remaining balance ([**Specify Percentage, e.g., 75%**]) must be paid no later than [**Specify number, e.g., 30**] days prior to the arrival date. Failure to remit the final payment by this deadline may result in the automatic cancellation of the booking and forfeiture of the deposit.

2.3 Pricing

All prices are quoted in [Currency, e.g., Ugandan Shillings (UGX) or US Dollars (USD)] and are subject to change without prior notice until a booking has been confirmed and the deposit received.

3. Guest-Initiated Cancellation and Refund Policy (Compensation)

All cancellations must be submitted in writing (via email or letter) to the CBTO Management. The refund amount is calculated based on the date the written notification is received by the CBTO:

Timing of Cancellation Notice Compensation (Refund)

31+ days prior to arrival Full refund of payments made, minus the non-refundable deposit.

11–30 days prior to arrival 50% refund of the total booking cost.

0–10 days prior to arrival 0% refund of the total booking cost.

Non-Arrival (No Show) 0% refund of the total booking cost.

Note on Non-Refundable Deposit: The initial deposit is retained to cover administration costs and community revenue commitments made at the time of booking.

4. CBTO-Initiated Cancellation and Service Changes

4.1 Force Majeure (Unforeseen Events)

The CBTO reserves the right to cancel or alter any tour due to circumstances beyond its control (e.g., severe weather, civil unrest, natural disaster, health crisis, or travel advisories). These events are classified as **Force Majeure**.

- **Compensation for Force Majeure:** If the CBTO cancels a tour due to Force Majeure, the Guest will be offered a choice between:
 1. A full credit of all monies paid toward a future booking (valid for 18 months).
 2. A refund of all monies paid, minus any non-recoverable costs already incurred (e.g., permits, non-refundable accommodation fees).

4.2 Minor Changes

The CBTO reserves the right to make minor adjustments to the itinerary (e.g., change of guide, variation in meal location) where necessary for operational or safety reasons. These changes do not warrant a refund or compensation.

4.3 Significant Changes

If the CBTO is required to make a significant change to the booking (e.g., changing the entire destination area or significantly shortening the duration), the Guest will be offered the choice of:

1. Accepting the modified arrangements.
2. Accepting an alternative tour of comparable standard (if available).
3. Receiving a full refund of all monies paid.

5. Medical and Liability

5.1 Travel Insurance (Mandatory)

The Guest acknowledges that tours may involve elements of risk in remote areas. **It is mandatory for all Guests to obtain comprehensive travel insurance** covering medical expenses, emergency evacuation, baggage loss, and trip cancellation/interruption. The CBTO shall not be liable for any costs incurred due to the Guest's failure to secure adequate insurance.

5.2 Indemnity

The Guest agrees to indemnify the CBTO, its staff, and community members against any claims, losses, or damages arising from personal injury, death, loss of property, or expense incurred during the tour, unless directly caused by the negligence of the CBTO.

6. Community Compensation for Dissatisfaction

The CBTO's commitment is to ensure a high-quality, authentic experience that directly benefits the local community.

- **Grounds for Community Compensation:** Compensation will be considered only in cases where the CBTO fails to provide a service specifically confirmed in the booking (e.g., booked accommodation is unavailable, or a guaranteed activity is cancelled due to CBTO error, not Force Majeure).
- **Exclusions:** Compensation will **not** be provided for: cultural differences, weather conditions, minor itinerary changes, or dissatisfaction with aspects that were accurately described in the booking details.
- **Resolution Process:**
 1. The Guest must immediately inform the CBTO Guide or Coordinator of the issue during the tour to allow for immediate resolution.
 2. If the issue cannot be resolved locally, the Guest must submit a formal complaint in writing to the CBTO Management within **14 days** of completing the tour.
 3. The CBTO Management Committee will review the complaint and, if the claim is validated, will offer compensation in the form of a **partial refund, credit for a future service, or a charitable donation in the Guest's name** to a specific community project, capped at **25%** of the disputed service cost.

7. Governing Law

These Terms and Conditions shall be governed by and interpreted in accordance with the laws of the Republic of Uganda. Any disputes arising shall be subject to the exclusive jurisdiction of the Courts of Uganda.