

Welcome to Jolinaiko Eco Tours. Please read the following booking terms carefully. Payment of deposit or payment in full certify that you understand and agree to all terms and conditions.

COVID 19 – Book your travels with confidence in times of Covid19

‘Booking with Confidence’ Guarantee means that if you need to postpone or cancel your holiday due to Covid19, we will be here to support you with full refunds and hassle-free postponement.

We understand that booking a trip now is a bit of a different process to what it was before - the world has changed and travels with it! That is why we have created a highly flexible booking policy so that you can book your travels with Jolinaiko with confidence.

Our flexible terms in a nutshell

- Free cancellation up to 31 days before travel.
- Hassle-free postponement at any time before the date of travel.
- Secure your holiday with just a 10% deposit.
- Settle your remaining balance just 31 days before travel.

“What happens if we have to cancel or postpone within 31 days of travelling?”

- If newly imposed quarantine rules in your chosen destination mean you can't have your holiday without needing to quarantine on arrival, we will help you to postpone your trip or cancel and receive a 100% refund.
- If your government advice changes to advise against all but essential travel, then we will help you to postpone your trip or cancel and receive a 100% refund.
- If there's any other reason that you need to cancel within the 31 day window, then please just get in touch and we will do all that we can to accommodate and support you.
- We refer our standard terms and condition for cancellation unrelated to Covid19.

Some of the (important!) finer details

Our trips are all fully tailor-made, and some service providers have unique policies that do not fully align with our timescale. This means that in some exceptional circumstances depending on your destination or the activities you have chosen - our new terms cannot apply to everything. If this is the case, we will be completely upfront, and you will be made fully aware of this before you book.

OUR GENERAL TERMS AND CONDITIONS

Your contract is with Jolinaiko Eco Tours, Registered Company No. BN-17, 758C referred to as ‘The Company’ or ‘We’ whose registered office is P. O. Box DD79, Dodowa, Greater Accra, Ghana. References to ‘The Client’, ‘You’ or ‘Your’ in these conditions mean the person or persons included on the tour program to whom these booking conditions apply. The ‘Tour Program’ consists of your travel itinerary and the services booked with Jolinaiko Eco Tours. These services are including, but not limited to, surface transportation, guiding, excursions, and accommodations.

Article 1. Your Travel Contract

- 1.1 A deposit of 10% of the total cost of your travel program is required to confirm your booking. In some circumstances we may ask for a deposit of more than 10%, depending on the type of travel program and requirement of service providers, and we will notify you of this at the time of booking. Complete payment is required 30 days prior to departure. For travel programs booked less than 30 days before departure, complete payment is required immediately. If you fail to make full payment of the trip 30 days prior to departure, we reserve the right to cancel the travel program and retain the deposit. Hereby, the destination, departure date and duration of travel shall be known, and all requested information of you shall be given to us.
- 1.2 The duration of the trip specified in the tour program does not include days for the inbound and outbound journeys due to the fact that we do not offer flight travel.
- 1.3 Within three (3) weeks of the deposit being paid, you shall receive confirmation from Jolinaiko whereby the travel contract shall be made definite and shall be officially recognized in our planning.

Article 2. Your Travel Price

- 2.1 The Travel Price is based on the cost and conditions which were confirmed during the preparation of your tour program.
- 2.2 Should any change in prices, exchange rates or taxes occur, we reserve the right to amend the fare. We agree to notify you as soon as possible, but no later than 10 days before departure, about the fare increase. Should the fare increase rise to above 10 percent of the total cost of the travel program, you may reserve the right to cancel the trip up to 8 days before departure without charge.

Article 3. If You Cancel Your Travels

*** Read our cancellations terms related to Covid19 at the start of this document.**

- 3.1 Cancellation must be received by us in writing (per email) before it can be officially accepted. You will receive cancellation confirmation after receipt of the email.
- 3.2 Cancellations result in costly charges from travel and hotel providers covering costs and fees incurred by cancelling confirmed bookings. Therefore, the fees listed below will apply.
 - up to 31 days before departure: Full deposit.
 - from the 30th day before departure until the 8th day before departure: 75% of the travel fees.
 - from the 7th day before departure until the day of departure: the entire sum of the travel fees.The remainder of the previously transferred amount, minus the cancellation fee and bank charges related to the transfer, will be refunded by us.
- 3.3 If third parties, including domestic flight companies or accommodations, calculate further cancellation charges, then we will also charge those additional third party costs to you.
- 3.3 No refund will be provided if you voluntarily abandon your itinerary for any reason after the itinerary has begun.

Note: If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

Article 4. If We Change or Cancel Your Itinerary

- 4.1 We have the right to change the tour program, partially or wholly, or to cancel the tour program when necessary in the face of, including, but not limited to, natural disasters, political conflicts, mechanical failure, unstable weather conditions, etc. In that case, we will try to find a suitable alternative or, if no solution can be found, refund the money received thus far.
- 4.2 If facts or circumstances should be made known to us, after confirmation of the tour program, raising doubt or concerns about your mental and/or physical condition, we have the right, with reason, to cancel the travel contract completely. In this case, any money received for the travel program shall be fully refunded.
- 4.3 In case of refund based on paragraphs 4.1 and 4.2, we are not liable for costs incurred by you including, but not limited to, visa fees, insurance, vaccinations, etc.

Article 5. Your Duties as a Traveller

- 5.1 If there are relevant personal circumstances including, but not limited to, illness, disability, allergies, drug use, overall condition, etc., which may affect the trip, this shall be reported by you upon booking the trip.
- 5.2 You are expected to participate with a positive attitude during the trip. If the quality of the journey is negatively affected through your behaviour, then the tour leader, acting as our representative, shall be free to exclude you from further trip participation. If your exclusion should incur additional expense(s), all extra and resulting costs shall be paid by you.
- 5.3 Travel insurance and medical precautions are essential and must be put in place by you at the time of booking. We do not give specific advice on these matters and individual circumstances differ, therefore you will need to make sure that the travel insurance and medical precautions that you put in place are suitable for your needs. You are responsible for ensuring you have adequate medical and travel insurance in place before beginning your tour program and we strongly encourage travellers to purchase travel insurance, including coverage of trip cancellation and an emergency assistance/repatriation clause. If you are intending to engage in any activity that could be considered hazardous in any way, you should check your insurance carefully to make sure that you will be covered in the case of an accident. You should also make sure that you have sufficient coverage for all activities you anticipate taking part in on your trip.
- 5.4 You must be in possession of a valid travel visa and passport upon arrival, which is still valid for a minimum of six months from arrival. Proof of yellow fever vaccination is mandatory for obtaining a visa and/or returning from West Africa. You are also expected to comply with the Covid19 test or vaccination requirements set by airlines, and countries of departure and transit, and host countries. Should you not be able to provide proof of the fully required documentation, the trip will be cancelled and there will be no refund of the travel fees.

Article 6. Our Liability to You

- 6.1 The travel contract consists of an agreed tour program, together with these booking conditions. Payment of deposit or payment in full certifies that you have read and agree to these booking conditions and that you are acknowledging your acceptance of these booking conditions. We shall always do our utmost to provide the services to the best of its ability. We organise, promote, and sell tour programs consisting of certain travel services, including but not limited to, surface transportation, excursions, and accommodations which we purchase or reserve from various suppliers. We will use our best endeavours to make sure that the suppliers we use are suitable for the proposed tour program. We will be responsible to you for failure or inadequate provision of the travel services booked as part of your trip. This shall be assessed by the use, customs and limitations of the destination of the trip, as well as by the nature of the trip.
- 6.2 By utilising the travel services of the suppliers, you agree that neither we nor any of our representatives shall be liable for any accident, injury, costs, property damage or personal loss to you or those traveling with you in connection with any accommodations, transportation or other travel services where this is caused by your acts or omissions (or those of your party), or resulting directly or indirectly from any occurrences or conditions beyond our control, including but not limited to, acts of terrorism, war, defects in vehicles, breakdown of equipment, strikes, theft, delay or cancellation of or changes in tour program or schedules.
- 6.2 Furthermore, we and our suppliers assume no responsibility for:
- damage due to circumstances not attributable to gross negligence or wilful misconduct of us, or by law or in the prevailing social norm which cannot be reasonably attributed to us.
 - theft, loss or damage to property.
 - travellers in possession of substances or goods which are prohibited under International Law and under that of the host country.
 - those participating in breaching laws and customs of the country where one travels.
 - obvious errors in the travel program.
 - damage which is covered by travel and/or cancellation insurance.
 - expenses incurred by you in preparing for the trip (e.g. non-refundable advance purchase air tickets, visa fees, equipment, medical expenses, etc.).
- 6.3 In the instance that we are deemed liable for damages suffered by you for loss of enjoyment, or for damages you may suffer during his/her business or profession, the damage is never more than twice the total travel fees.

Article 7. If You Have A Complaint

- 7.1 Any complaints about the execution of any part of the travel agreement must, as soon as possible, be directly brought to our attention or the driver/tour leader, so that the cause of the complaint can be resolved immediately. If your complaint is not resolved locally, please contact us through the 24-hour emergency phone (details of which are provided before your tour begins).
- 7.2 If the problem cannot be resolved and you wish to complain further, it must be submitted 14 days after your return, in writing and with details, to us. Within one month after receipt of a written complaint, a response to the complaint will be sent to you in writing.
- 7.3 Failure to follow the procedure set out in this clause may affect ours and the applicable supplier's ability to investigate your complaint, and will affect your rights under this contract

Article 8. Prompt assistance in destination

- 8.1 If the contract We have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services, or because of failures due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which We or our suppliers, even with all due care, could not foresee or forestall, and you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances.

11. Excursions

Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your package holiday provided by Us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with Us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

12. Minors

If you are not 18 years old, you are considered at law to be a minor and We will therefore require your parent(s)/guardian's consent relating to your booking at the time of booking and pay a breakages deposit (on the balance due date) as per the booking requirements available.