

OBA TOURS

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TERMS AND CONDITIONS OF SERVICE

These Terms and Conditions apply to all domestic group tours organised by Oba Tours within Ghana. By booking a trip, paying a deposit, or joining a booking form, the Traveler confirms that they have read, understood, and agreed to be bound by these Terms and Conditions in their entirety.

1. DEFINITIONS

In these Terms and Conditions, the following definitions apply:

- **"Company"** refers to Oba Tours, a licensed tour operator registered under the laws of Ghana.
- **"Client" or "Traveler"** refers to any individual or group who books a tour, travel package, or associated service with the Company.
- **"Tour Package"** refers to any itinerary, excursion, safari, cultural tour, or travel arrangement organised by the Company.
- **"Booking"** refers to the confirmed reservation of a Tour Package by the Client.
- **"Third-Party Providers"** refers to airlines, hotels, transport operators, guides, and any other independent service providers engaged by the Company.
- **"Force Majeure"** refers to any event beyond the reasonable control of the Company, including acts of God, natural disasters, pandemics, civil unrest, war, governmental action, or strikes.

2. RESERVATION AND PAYMENT

Reservations are accepted on a strict first-come, first-served basis. A booking is confirmed only upon receipt of the applicable deposit.

2.1 Deposit

- Domestic Day Trips: GHS 400 per person (non-refundable)
- Domestic Multi-Day Trips: GHS 1,000 per person (non-refundable)

The deposit is required to secure a spot and is subject to the cancellation terms in Clause 3.

2.2 Balance Payment

- **Instalment Payments:** The balance may be paid in agreed instalments. The final instalment must be received no later than 1 week prior to departure. A payment plan will be communicated upon confirmation of booking.

- **Payment in Full:** The Traveler may pay the full trip cost at any time prior to the instalment deadline.

2.3 Payment Methods

- Mobile money
- Bank transfer

2.4 Payment Plan Adherence

The Traveler is expected to honour all agreed payment milestones. If a scheduled instalment cannot be met, the Traveler must contact Oba Tours promptly to discuss alternatives. Oba Tours reserves the right to cancel a reservation where payments are not received in accordance with the agreed plan.

3. CANCELLATION AND REFUND POLICY

3.1 Cancellation by the Traveler

Written cancellation notice must be sent to obatours.africa@gmail.com.

Upon confirmation of booking, Oba Tours makes binding commitments with third-party providers. These costs may not always be recoverable. The Traveler shall therefore only receive amounts recoverable from third parties. The non-refundable deposit is forfeited in all cases.

A. Day Trips

- **More than 30 days before departure:** Refund of recoverable third-party amounts, less deposit.
- **15–30 days before departure:** No cash refund. Recoverable amounts (excluding deposit) converted to credit.
- **7–14 days before departure:** No refund or credit.

B. Multi-Day Trips

- **More than 90 days before departure:** Refund of recoverable amounts, less deposit.
- **60–90 days before departure:** No cash refund. Recoverable amounts (excluding deposit) converted to credit.
- **30–60 days before departure:** 30% cancellation fee on recoverable amount; 70% issued as credit.
- **Less than 30 days before departure:** No refund or credit.

3.2 Booking Transfers

Bookings may be transferred to another eligible person before departure. Additional costs may apply, including:

- Non-transferable flight tickets requiring reissue
- Rooming adjustments due to gender or arrangement changes

All third-party fees are borne by the transferring Traveler. Replacement Travelers must meet all trip requirements.

3.3 Minimum Group Size and Trip Cancellation

Some trips require a minimum number of participants.

- If not met, cancellation notice will be given 30–60 days before departure.
- Full refund or credit will be offered at the Traveler's choice.
- Oba Tours is not liable for independent expenses such as flights or accommodation booked outside the package.

3.4 Cancellation by the Company

The Company may cancel a tour due to:

- Insufficient participants
- Force Majeure events

If not due to Force Majeure, full refunds will be issued. If due to Force Majeure, alternatives or credit may be offered, but no further compensation is required.

3.5 No-Show Policy

Failure to appear at the meeting point without notice is considered a no-show. No refund applies.

3.6 Non-Refundable Third-Party Bookings

Where costs are non-refundable with third-party providers, refunds or credits are limited strictly to recoverable amounts.

4. CHANGES BY THE COMPANY

Oba Tours may adjust itineraries due to:

- Weather
- Road conditions
- Attraction closures
- Safety concerns
- Operational needs

Equivalent alternatives will be provided where possible. No refunds apply for minor changes.

5. TRAVELER RESPONSIBILITIES

The Traveler shall:

- Arrive punctually at all meeting points
- Obtain and carry required travel documents
- Carry medication and relevant medical documentation
- Ensure fitness for travel activities
- Safeguard personal belongings
- Respect fellow Travelers, staff, and local customs
- Cover personal medical expenses

Oba Tours is not liable for injury or illness. Travelers are responsible for adequate travel insurance.

6. TRANSPORT & THIRD-PARTY SERVICES

Oba Tours acts as an intermediary for third-party providers and is not liable for:

- Delays
- Cancellations
- Schedule changes
- Breakdowns
- Service quality issues

Reasonable assistance will be provided where possible.

7. LIABILITY

- Oba Tours is not liable for acts or omissions of third-party providers.
- Travelers assume responsibility for their conduct, health, and belongings.
- Oba Tours is not liable for loss, damage, or financial loss unless caused by gross negligence.
- Travelers are strongly advised to obtain travel insurance.
- Liability is limited to the total amount paid for the trip.

8. OBA TOURS' RESPONSIBILITIES

Oba Tours will:

- Deliver services with reasonable care and professionalism
- Arrange transport, accommodation, and activities
- Take reasonable safety measures
- Communicate clearly from booking to trip completion

9. INTELLECTUAL PROPERTY AND IMAGE CONSENT

All materials remain the property of Oba Tours. By booking, Travelers consent to the use of their image, likeness, or voice for promotional purposes unless otherwise stated in writing.

10. PRIVACY AND DATA PROTECTION

Personal data is handled under the Data Protection Act, 2012 (Act 843). Data is used solely for travel arrangements and shared only where necessary.

11. FORCE MAJEURE

Oba Tours is not liable for delays or failure caused by Force Majeure events including natural disasters, pandemics, war, government actions, or other extraordinary events.

Oba Tours will notify Travelers and attempt reasonable alternatives where possible. No liability exists for additional costs incurred by Travelers.

12. MISCELLANEOUS

12.1 Itinerary Changes

Oba Tours may amend itineraries due to unforeseen circumstances. Alternatives will be provided where possible.

12.2 Accommodation & Room Sharing

Accommodation is usually provided on a shared basis unless a single-room supplement has been purchased and confirmed in writing. Travelers who book without a designated roommate may be paired with another traveler of the same gender. Room configurations vary by property and destination and may include twin beds, double beds, queen beds, king beds, or other available bedding arrangements. While we will communicate room preferences to accommodation providers where possible, specific bed types and room layouts cannot be guaranteed and are subject to the hotel's availability at the time of check-in. By booking a shared room, travelers acknowledge and accept that they may be required to share a room containing either separate beds or a single large bed, depending on the accommodation's available room configuration.

12.3 Severability

If any provision of this Agreement is held to be unlawful or unenforceable by any court or competent authority, that provision shall be severable from the Agreement without affecting the validity or enforceability of the remaining provisions.

12.4 Dispute Resolution

The parties shall, in good faith, endeavour to resolve any dispute or misunderstanding arising in connection with this Agreement amicably within fourteen (14) days of written notice by either party. Where amicable resolution is not achieved within that period, the parties shall be at liberty to pursue all available legal remedies, including court action, under the laws of Ghana.

12.5 Entire Agreement

This Agreement, together with the confirmed Itinerary and any written amendments, constitutes the entire agreement between the parties with respect to the subject matter hereof. It supersedes all prior negotiations, representations, and discussions, and shall not be varied except by a written instrument signed by both parties.

12.6 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Ghana.

ACKNOWLEDGEMENT AND ACCEPTANCE

By making a booking, paying a deposit, or submitting a booking form, the Traveler confirms that they have read and fully understood these Terms and Conditions and agree to be bound by them.