

Terms & conditions of Umutuzo lodge  
for Final Customers, Tour Operators, Travel Agencies  
and Destination Management Companies

Preamble

1. Umutuzo lodge Ltd. operates the website [www.umutuzolodge.com](http://www.umutuzolodge.com), website of the Umutuzo lodge Ltd. located in Rwanda, Western Province, Rutsiro District, Boneza Sector, Remera Cell, Bigabiro Village.
2. This site enables online reservation of lodges on the Umutuzo lodge site.
3. Other websites may be used as booking intermediaries but only the Terms & Conditions of Umutuzo lodge Ltd. will apply in this regard.
4. The customer declares having obtained from Umutuzo lodge Ltd. all the necessary information on the website [www.umutuzolodge.com](http://www.umutuzolodge.com).
5. Any reservation via the website [www.umutuzolodge.com](http://www.umutuzolodge.com) or via other services implies consultation and full and unreserved acceptance of these Terms & Conditions.
6. The customer's agreement to these general conditions and the conditions of sale of the fare occurs when booking; no reservation is possible without this agreement.
7. The customer has the option of saving these Terms & Conditions using the standard functionalities of his browser or computer.
8. The site mentions the following information:
  - The precise identification of Umutuzo lodge Ltd as well as its company name, the address where it is established, its e-mail address, its telephone number, its registered office, its individual tax liability identification number on added value.
  - The essential characteristics of the accommodation offered.
  - The additional services offered.
  - Prices.
  - Terms of payment.
  - The general conditions of sale and the conditions of sale.
  - The minimum duration of the proposed contract, if applicable.
9. The customer, prior to ordering the services declares that the reservation of these services is made for his personal needs.
10. As a consumer, the customer has specific rights, which would be called into question in the event that the services reserved are not for personal use.
11. All the information accessible on the [www.umutuzolodge.com](http://www.umutuzolodge.com) site is presented in English.
12. The customer declares to have the full legal capacity allowing him to engage under these Terms & conditions.
13. About the Tour Operators (TO), the Travel Agencies (TA) and the Destination Management Companies (DMC), they must book the services of Umutuzo lodge through a reservation request sent exclusively via email at [info@umutuzolodge.com](mailto:info@umutuzolodge.com).

Definitions

In the following, the terms below will have the following meaning:

**"Acknowledgement of receipt"**: email sent by [info@umutuzolodge.com](mailto:info@umutuzolodge.com), by WhatsApp or by the chat box to the customer summarizing the reservation made by the customer and confirming its receipt by Umutuzo lodge Ltd.

**"Reservation Confirmation"**: dematerialized document which summarizes the characteristics of the services reserved by the customer via the internet and by which he possibly enters his bank card number as part of a prepayment or a guarantee. Acceptance of the booking confirmation has the effect of contractually binding the customer.

**"Customer"**: person or company acting for her/his/it's personal or professional needs.

**"Tour Operators (TO), Travel Agencies (TA) and Destination Management Companies (DMC)"**: Companies or individual people working to organize travels and stays in Rwanda as business under a Tax Identification Number (TIN).

**“Electronic mail”**: any message, in the form of text, voice, sound or image, sent by a public communication network, stored on a network server or in terminal or recipient equipment, until the latter recovers it.

**“Reservation request”**: Lodge reservation request made by the customer via mobile services or the internet. About the Tour Operators (TO), the Travel Agencies (TA) and the Destination Management Companies (DMC), it means an email sent at [info@umutuzolodge.com](mailto:info@umutuzolodge.com) including all information about number of customers (Adults and children with their ages) expected, number of rooms to reserve, the check-in date, the check-out date.

**“Partners”**: service providers, among others accessible from the [www.umutuzolodge.com](http://www.umutuzolodge.com) website, and in particular, tour operators, car rental companies, train or plane ticket providers, etc.

**“Online reservation”**: reservation of lodges via the dematerialized reservation voucher on the Umutuzo lodge Ltd. website at [www.umutuzolodge.com](http://www.umutuzolodge.com).

**“Service”**: reservation of lodges, the essential characteristics of which are presented on the website [www.umutuzolodge.com](http://www.umutuzolodge.com).

**“Mobile services”**: set of services and protocols allowing mobile terminals to be connected to the Internet and in particular allowing the consultation and reservation of hotel services provided by Umutuzo lodge Ltd.

**“Website”**: electronic service operated by Umutuzo lodge Ltd. on the Internet and accessible at the address [www.umutuzolodge.com](http://www.umutuzolodge.com).

## Object

1. These Terms & Conditions define the rights and the obligations of the parties in connection with the remote booking of services offered by Umutuzo lodge Ltd. on its website [www.umutuzolodge.com](http://www.umutuzolodge.com).
2. They govern all the steps necessary for the reservation and the follow-up of the reservation between the contracting parties.
3. The customer acknowledges having read and accepted these general conditions of sale and the conditions of sale of the reserve rate accessible on the site [www.umutuzolodge.com](http://www.umutuzolodge.com).

## Scope

These general conditions of sale apply to all reservations made online and/or by telephone. About the Tour Operators (TO), the Travel Agencies (TA) or the Destination Management Companies (DMC), these Terms & Conditions apply to all reservations made exclusively via email.

## Duration

1. These Terms & Conditions apply for the entire duration of the online services by Umutuzo lodge Ltd. on the website [www.umutuzolodge.com](http://www.umutuzolodge.com).
2. Umutuzo lodge Ltd. reserves the right, without notice or compensation, to temporarily or permanently close the website [www.umutuzolodge.com](http://www.umutuzolodge.com) or the online booking area.
3. Umutuzo lodge Ltd. is not liable for damages of any kind that may result from these changes and/or temporary unavailability or even the permanent closure of all or part of the site or the services associated with it, such as the online booking.

## Reservation

1. The customer chooses the services present on the website.
  2. The customer acknowledges having read the nature, destination and booking methods of the services available on the website [www.umutuzolodge.com](http://www.umutuzolodge.com) and having requested and obtained the necessary and/or additional information to make his reservation in perfect condition knowingly.
  3. The customer may reserve, on the website [www.umutuzolodge.com](http://www.umutuzolodge.com), individually, a maximum of six rooms for a minimum of one night per reservation.
- For reservations concerning the Tour Operators (TO), the Travel Agencies (TA), the Destination

Management Companies (DMC), the business groups, meetings, seminars, etc., reservations will be made exclusively on reservation request and acceptance of a quote made on the email address [info@umutuzolodge.com](mailto:info@umutuzolodge.com).

4. The customer is solely responsible for her/his/its choice of services and their suitability for her/his/its needs, so that the responsibility of Umutuzo lodge Ltd. cannot be searched.

5. The reservation is deemed accepted by the customer at the end of the reservation process.

## Booking process

1. Reservations made by the customer are made via the dematerialized reservation form accessible online on the website [www.umutuzolodge.com](http://www.umutuzolodge.com) , on booking platforms or by reservation request via mobile services such as an email.
2. The reservation is deemed to have been formed upon receipt of the reservation voucher or reservation request by Umutuzo lodge Ltd. or upon prepayment by bank transfer or Mobile Money (Momo).
3. The customer undertakes, prior to any reservation, to complete the information requested on the voucher or the reservation request.
4. The client certifies the veracity and accuracy of the information provided.
5. The reservation procedure via the website includes the following steps:
  - Step 1: Search for Umutuzo lodge website
  - Step 2: Selection of arrival and departure dates
  - Step 4: Selection of the number of adults and children and the number of rooms
  - Step 5: Search for available lodges
  - Step 6: Selection of the lodge
  - Step 7: Filling in the customer's contact details.
  - Step 8: Verification of the details of the reservation, its total price, the applicable sales conditions and any adjustment of the choice (lodge, price, additional services), in the case of online reservation only;
  - Step 9: Filling in the credit card information.
  - Step 10: Validation of the reservation by the customer.
  - Step 11: Receipt of the confirmation email.
6. About the Tour Operators (TO), the Travel Agencies (TA) and the Destination Management Companies (DMC), a prepayment of 50% (via bank transfer or Mobile Money) will be required to finalize the booking process.

## Acknowledgment of receipt of the reservation

1. The customer's reservation is subject to an acknowledgment of receipt by email.
2. In the case of online reservation, the acknowledgment of receipt of the reservation by e-mail summarizes the name of the customer, the services reserved, the dates, the number of people and the prices.

## Customer service

For any complaint relating to your hotel reservation, our customer service is at your disposal (Rwandan hours = GMT+2) at the following telephone number and email address from 8:00am to 6:00pm from Monday to Sunday:

- Tel.: +250 792 542 299
- Email: [info@umutuzolodge.com](mailto:info@umutuzolodge.com)

## Cancellation or modification by the customer

1. The Terms & Conditions specify the terms of cancellation and/or modification of the reservation.
2. Reservations with prepayment can be modified and/or cancelled but the amounts paid in advance, which are the deposit, will not be refunded.

In the event of modification and/or cancellation of a reservation made:

- directly with Umutuzo lodge Ltd., the modification and/or the cancellation of the reservation can be made directly with Umutuzo lodge Ltd., whose telephone details are specified on the confirmation of the reservation sent by e-mail.
  - via an intermediary, the cancellation of the reservation must be made directly with this intermediary such the booking platforms, the Tour Operators (TO), the Travel Agencies (TA) and the Destination Management Companies (DMC).
3. In the event of interruption of the stay, the full agreed price will be collected. In the case of reservation with prepayment, no refund will be granted as a result.
  4. Unless expressly provided otherwise, the customer must leave the room before 10:00am on the day of the end of the reservation. Failing this, the customer will be charged an additional night.

## Umutuzo lodge stay

1. Umutuzo lodge Ltd. welcomes certain animals but reserves the right at any time to refuse certain categories of animals insofar as they may represent a security risk for customers within the hotel. The customer must, when booking his stay, inform Umutuzo lodge Ltd. the wish to be accompanied by his/her animal for the duration of his stay in the hotel, subject to acceptance followed by the hotelier.
  2. The client accepts and undertakes to use the room as "a good father". Also, any behaviour contrary to morality and public order will bring Umutuzo lodge Ltd. to ask the customer to leave the establishment without any compensation, the payment of the entire stay will then be collected according to the initial estimate.
  4. During their stay, guests will be asked to pay particular attention to not making noise or engaging in activities that may disturb other guests, especially before 8 a.m. and after 10 p.m.
  5. Umutuzo lodge Ltd. offers WIFI access allowing customers to connect to the internet. The customer agrees that the computer resources made available by Umutuzo lodge Ltd. are not in any way used for illicit purposes. The customer is required to comply with the security policy of the Internet service provider of Umutuzo lodge.
  6. On the day of arrival, guests may check into their rooms from 2:00 PM to 6:00 PM. Outside of these hours, a request must be made to reception by phone, email, or WhatsApp message. Arrivals after 9:00 PM will incur a \$20 surcharge per room.
- On the day of departure, guests must vacate their rooms by 10:00 AM. Late check-outs must be approved and confirmed by reception.
- Departures after 2:00 PM will incur a \$20 surcharge per room.

## Responsibility

1. The pictures represented on the site [www.umutulodge.com](http://www.umutulodge.com) are not contractual. Even if all the best efforts are made so that the photographs, graphic representations and texts reproduced, to illustrate Umutuzo lodge, give as exact an overview as possible of the accommodation services offered, variations may occur, in particular due to the evolution of Umutuzo lodge, change of furniture or possible renovations. The customer cannot claim any claim from this fact.
2. Umutuzo lodge Ltd. cannot be held responsible for the non-execution or poor execution of the reservation in the event of force majeure, act of a third party, act of the customer or act of its partners, such as unavailability of the Internet network, impossibility of access to the website, external intrusion, computer viruses or in the event of prepayment not authorized by the bearer's bank.
3. Umutuzo lodge Ltd. will not incur any liability for any consequential damages because of these presents, in particular operating loss, due to third parties, due to the customer or due to its partners.
4. Hypertext links may refer to sites other than the Umutuzo lodge Ltd. site, which disclaims all responsibility, or the content of these sites and the services offered.

5. Any reservation or payment that is irregular, ineffective, incomplete or fraudulent for a reason attributable to the customer will result in the cancellation of the order at the customer's expense, without prejudice to any civil or criminal action against the latter.

## Complaints

Complaints relating to the non-performance or poor performance of hotel services must, under penalty of foreclosure, be brought to the attention of Umutuzo lodge Ltd. in writing within 24 hours of arrival at the hotel directly to the hotel or to the customer service contact details indicated above.

## Price

1. The prices relating to the reservation of services are indicated before and during the reservation.
2. Prices are per lodge for the number of person(s) and date(s) selected.
3. The prices are confirmed to the customer in an amount of US Dollars (\$) including VAT and are valid only for the duration indicated on the site.
4. Unless otherwise stated, additional services such as half board, full board, etc. are not included in the price.
5. The prices consider the VAT applicable on the day of the order and any change in the applicable VAT rate will be automatically passed on to the prices indicated on the date of invoicing.
6. Any modification or introduction of new legal or regulatory taxes imposed by the competent authorities will automatically be passed on to the prices indicated on the date of invoicing.
7. Umutuzo lodge Ltd., when confirming the customer's reservation, will indicate the total amount of the order.
8. About the Tour Operators (TO), the Travel Agencies (TA) and the Destination Management Companies (DMC), a special rate is granted: 10% off from the 1<sup>st</sup> night up to the 199<sup>th</sup>, 15% off from the 200<sup>th</sup> night up to the 499<sup>th</sup> and 20% off from the 500<sup>th</sup> night and above.

## Cancellation of the stay

In case of cancellation or modification:

- From 30 days to 10 days before the date of arrival, the hotel charges 50% of the total amount of the reservation.
- Less than 10 days before the arrival date, the hotel charges 100% of the total amount of the reservation.

## Respect for privacy

1. The information requested from the customer is necessary to process his order, if necessary to send information on products and services.
2. Unless opposed by the customer, if the latter has made a hotel reservation on the site [www.umutuzolodge.com](http://www.umutuzolodge.com), Umutuzo lodge Ltd. is in particular likely to send him by e-mail his/her "Newsletter" (newsletter), promotional offers, a satisfaction questionnaire following his/her hotel stay.
3. The customer has the right to oppose, free of charge, that the data concerning her/him are used for prospecting purposes, in particular commercial.
4. The customer is informed that all personal data collected will be subject to automated processing, the controller of which is Umutuzo lodge Ltd.
5. The processing of this data will allow Umutuzo lodge Ltd.:
  - Fulfil its obligations vis-à-vis the customer
  - Inform the client of special offers and any new services created by Umutuzo lodge Ltd.
6. The customer is informed, on each of the personal data collection forms, of the mandatory or optional nature of the answers by the presence of an asterisk.
7. The client authorizes Umutuzo lodge Ltd. to communicate her/his personal data to third parties on the

condition that such communication proves to be compatible with the performance of the operations incumbent on Umutuzo lodge Ltd. under these general conditions.

## Convention of proof

1. The entry of the required banking information, as well as the acceptance of these Terms & Conditions and the voucher or the reservation request, constitutes an electronic signature which has, between the parties, the same value as a handwritten signature.
2. The computerized records kept in the Umutuzo lodge Ltd computer systems. will be kept under reasonable security conditions and considered as proof of communications, orders and payments between the parties.
3. The customer is informed that his IP address is registered at the time of booking.

## Dislodgement

In the event of non-availability of the chosen hotel, or in the event of force majeure, the latter reserves the right to have the client totally or partially accommodated in a hotel of equivalent category for services of the same nature, at the all of the costs involved in the transfer remain the responsibility of the chosen hotel which cannot be sought in payment of any additional compensation.

## Force majeure

Umutuzo lodge ltd. cannot be held liable to the customer in the event of non-performance of its obligations resulting from an event of force majeure. Are considered as force majeure or fortuitous event those usually recognized by the jurisprudence of Rwandan Courts and Tribunals.

## Applicable law

1. These Terms & Conditions are governed by Rwandan law.
2. This is the case for rules of substance as well as for rules of form.

## Entirety

1. These Terms & Conditions of the rate reserved by the customer, and the voucher or the reservation request express the entirety of the obligations of the parties.
2. No general or specific condition communicated by the customer can be incorporated into these general conditions.
3. The documents forming the contractual commitments between the parties are, in descending order of priority, the voucher or the reservation request (including the special conditions of the reserved rate) and these general conditions.
4. In the event of a contradiction between the reservation voucher and the Terms & Conditions, the provisions appearing on the reservation voucher will be the only ones applicable for the obligation in question. Evolution / modification of the Terms & Conditions by Internet, these Terms & Conditions by Internet can be modified at any time and / or supplemented by Umutuzo lodge Ltd. In this case, the new version of the Terms & Conditions by Internet will be put on line by Umutuzo lodge Ltd. As soon as it is put on line on the internet, the new version of the Terms & Conditions by internet will automatically apply to all customers.