

B2B MASTER SERVICES AGREEMENT: AGENT GENERAL TERMS & CONDITIONS

Document Ref: SSR-B2B-2026-V1

Jurisdiction: Republic of Rwanda

1.0 PREAMBLE AND PARTIES

This Master Services Agreement ("Agreement") is entered into by and between **Shalom Safaris Rwanda Ltd**, a licensed luxury tour operator and Destination Management Company (DMC) incorporated under the laws of Rwanda (hereinafter "The Company"), and the **Travel Professional, Tour Operator, or Wholesaler** (hereinafter "The Agent") collectively referred to as "The Parties."

2.0 DEFINITIONS AND INTERPRETATION

2.1 "Services" shall mean the luxury travel arrangements, including but not limited to accommodation, primate permits, private aviation, ground transportation, and professional guiding services.

2.2 "Confidential Information" includes Net Rates, proprietary itinerary designs, and Client personal data.

2.3 "Force Majeure" refers to any extraordinary event beyond the control of The Company, including acts of God, war, civil unrest, government-mandated lockdowns, pandemics (as defined by the WHO), or natural disasters.

2.4 "RDB" refers to the Rwanda Development Board, the governing body for national park permits.

3.0 THE AGENT'S RESPONSIBILITIES

3.1 The Agent warrants that they are a legitimate business entity and possess the necessary licenses to sell travel in their home jurisdiction.

3.2 Communication: The Agent is responsible for accurately conveying all terms, health requirements, and luggage restrictions to the end Client. The Company shall not be held liable for the Agent's failure to disclose these T&Cs.

3.3 Client Information: The Agent must provide accurate Client details (Passport copies, dietary requirements, and medical conditions) no later than 60 days prior to arrival.

4.0 CONFIDENTIALITY AND NET RATES

4.1 All rates provided by The Company to The Agent are **Net and Confidential**. They may not be disclosed to any third party or published on public forums.

4.2 The Company reserves the right to terminate this agreement immediately if Net Rates are leaked to the public, as this devalues the luxury positioning of Shalom Safaris Rwanda.

5.0 PRICING, TAXATION, AND CURRENCY

5.1 Currency: All transactions are conducted in **United States Dollars (USD)**.

5.2 Taxation: Rates are inclusive of 18% VAT and all current Tourism Levies in Rwanda. Should the government introduce new taxes (e.g., Green Tax or increased VAT), The Company reserves the right to adjust invoices accordingly, even for confirmed bookings.

5.3 Currency Fluctuation: As an ultra-luxury operator with high local overheads, The Company reserves the right to apply a surcharge if the Rwandan Franc (RWF) devalues against the USD by more than 5% between the date of deposit and the date of travel.

6.0 RESERVATION AND PAYMENT PROTOCOLS

6.1 Provisional Holds: Luxury lodges in Rwanda (e.g., Bisate, Singita Kwitonda, One&Only) operate at high demand. Provisional holds are valid for **10 days** only. If the deposit is not received, the space will be released automatically.

6.2 The Commitment Deposit: A **30% non-refundable deposit** of the total land arrangements is required to secure the booking.

6.3 Permits: 100% of the cost of Gorilla, Chimpanzee, and Golden Monkey permits is required at the time of booking. These funds are immediately remitted to the RDB and are **strictly non-refundable**.

6.4 Final Balance: Must be received **45 days prior** to the Client's arrival. Failure to pay the balance by the due date will be treated as a cancellation.

7.0 CANCELLATIONS, REFUNDS, AND NO-SHOWS

7.1 All cancellations must be received in writing by the Agent.

7.2 Penalty Scale:

- **46+ Days:** Loss of 30% deposit and full permit costs.
- **45–31 Days:** 60% of the total tour price is forfeited.
- **30–16 Days:** 75% of the total tour price is forfeited.
- **15 Days or Less:** 100% of the total tour price is forfeited.

7.3 No refunds will be issued for "No-Shows," unused sightseeing, or early departures from the tour.

8.0 FORCE MAJEURE AND POSTPONEMENT POLICY

8.1 In the event of a Force Majeure occurrence that prevents travel, The Company will facilitate a **credit for future travel** valid for up to 24 months.

8.2 The Company will not be held liable for cash refunds in Force Majeure events unless The Company successfully recovers funds from third-party suppliers (lodges/airlines).

8.3 Any increase in seasonal rates or permit fees at the time of rescheduling will be for the Agent/Client's account.

9.0 AVIATION, HELICOPTERS, AND LUGGAGE

9.1 Weight Limits: Due to the high altitude and nature of light aircraft/helicopters in Rwanda, luggage is strictly limited to **15kg (33lbs)** per person, inclusive of hand luggage.

9.2 Bag Type: Only **soft-sided duffel bags** are permitted. Hard-shell suitcases with wheels or rigid frames cannot be loaded into aircraft cargo pods.

9.3 Excess Luggage: If a Client arrives with excess luggage, a private ground transfer or a separate luggage charter aircraft must be arranged at the Client's expense.

10.0 MEDICAL, INSURANCE, AND EVACUATION

10.1 Mandatory Coverage: It is a condition of travel that all Clients have comprehensive international travel insurance covering medical emergencies, repatriation, and trip cancellation.

10.2 Emergency Medical Evacuation (EMES): The Company includes a Rwandan government-approved EMES insurance policy. This covers helicopter or ground ambulance transport to a Kigali hospital. It does **not** cover hospital fees, medication, or international medical flights.

11.0 PRIMATE TREKKING AND WILDLIFE ETHICS

11.1 Health Disclosure: To protect the endangered mountain gorillas and chimpanzees, guests with infectious diseases (e.g., common cold, flu, COVID-19) will be barred from trekking by park authorities.

11.2 Compliance: All guests must follow the RDB's "8-meter rule" and wear surgical masks (Optional) during primate viewings/ trekking.

11.3 The Shalom Standard: As an ethical luxury operator, we reserve the right to remove any guest from a tour who harasses wildlife or behaves disrespectfully toward local communities or staff.

12.0 PRIVACY POLICY AND DATA PROTECTION

12.1 Data Collection: The Company collects personal data (Passport details, medical info, dietary preferences) strictly for the fulfillment of the Services.

12.2 Compliance: We adhere to the Rwanda Law Relating to the Protection of Personal Data and Privacy (2021) and the principles of the EU GDPR.

12.3 Third Parties: Data is only shared with essential suppliers (lodges, RDB, and aviation). We do not sell or trade Client data for marketing purposes.

12.4 Right to Erasure: After the completion of the tour, Clients or Agents may request the deletion of sensitive personal data, subject to local financial record-keeping laws.

13.0 PHOTOGRAPHY AND MEDIA RIGHTS

13.1 The Company reserves the right to take photographs and videos of the tour for promotional purposes.

13.2 Opt-Out: Clients who do not wish to be featured in marketing materials must notify The Company in writing prior to the commencement of the tour.

14.0 LIMITATION OF LIABILITY AND INDEMNITY

14.1 Independent Suppliers: The Company acts as an agent for independent lodges, airlines, and transport providers. While we only select the highest-tier partners, we are not liable for their negligence, accidents, or service failures.

14.2 Indemnity: The Agent agrees to indemnify Shalom Safaris Rwanda against all claims, costs, or lawsuits arising from the Agent's own errors, misrepresentations, or failure to provide accurate Client data.

15.0 GOVERNING LAW AND DISPUTE RESOLUTION

15.1 This Agreement is governed by the laws of the **Republic of Rwanda**.

15.2 Arbitration: Any dispute that cannot be settled through amicable negotiation shall be referred to the **Kigali International Arbitration Centre (KIAC)** for final and binding resolution.

ANNEXURE A: MINIMUM AGE REQUIREMENTS

- **Gorilla Trekking:** 15 Years
- **Chimpanzee Trekking:** 15 Years
- **Golden Monkey Trekking:** 12 Years
- **Canopy Walk (Nyungwe):** 6 Years
- **Volcano Climbing (Hikes):** 15 Years
- **Boat Safaris:** 5 Years (with parental supervision)