

MAKERERE UNIVERSITY BUSINESS SCHOOL
FACULTY OF COMMERCE, DEPARTMENT OF BUSINESS LAW
BACHELOR OF TRAVEL AND TOURISM MANAGEMENT YEAR III
TOURISM AND TRAVEL LAW (BTT3240)
2023/2024 SEMESTER TWO

TOUR OPERATORS

A 'tour operator' is defined as a person who is licensed to sell or offer for sale, tour packages either directly or through a third party'.¹ The Uganda Tourism (Tour Package) Regulations, 2013 provide for the requirements for the advertisements that are made by tour operators, the essential terms of the tour operator's contract with the consumer, health requirements of a tour package and transfer of booking and travel cancellations as well as other matters.

Information that must be provided by the tour operator

Regulation 4 of the Uganda Tourism (Tour Package) Regulations, 2013 requires that the website, internet, brochure or other information provided to the consumer should disclose the price and adequate information concerning the following:

- a) The destination eg hotel, game park, mountain or other sites, the appropriate means of transport to be used and the appropriate accommodation, its location, category or degree of comfort and its main features;
- b) The approval of the accommodation, its classification and where it is situated;
- c) The meal plan;
- d) The itinerary;
- e) General information on passport and visa requirements for foreign nationals and health formalities required for the journey (like the Yellow Fever and Card, COVID 19 Vaccination Card or Certificate, Certificate of Good Conduct)
- f) The monetary amount to be paid and the timeframe for payment of the balance, if in installments;
- g) The minimum number of persons required for the package;
- h) The deadline by which the consumer shall be informed in the event of cancellation and
- i) Any tax or compulsory charge.

Contractual requirements of a tour package

Regulation 5 of the Uganda Tourism (Tour Package) Regulations, 2013 provides the essential terms that must be in the contract between the tour operator and the consumer and these are:

1. Where the package includes a transport component, the time and place of intermediate stops and transport connections;
2. The name, address, telephone number and email address of the representative of the tour operator or retailer in the locality where the consumer is going to stay;
3. Where there is no representative of the tour operator, the name, address, telephone number and email address of the agency or person whose assistance a consumer in difficulty may call in the locality where the consumer is going to stay;
4. Where there is no representative or agency, the telephone number or other information that the consumer may use to contact the tour operator or the retailer during the stay;
5. Information on the optional conclusion of an insurance policy to cover the cost of cancellation by the consumer or the cost of assistance in the event of accident or illness.

Changes in the contractual terms

Activity

What should the parties do in case of any proposed changes in the contractual terms?

¹ Section 2 of the Uganda Tourism Act, 2008 and the Uganda Tourism (Tour Package) Regulations, 2013 S.I. No. 57 of 2013, Regulation 2.

MAKERERE UNIVERSITY BUSINESS SCHOOL
FACULTY OF COMMERCE, DEPARTMENT OF BUSINESS LAW
BACHELOR OF TRAVEL AND TOURISM MANAGEMENT YEAR III
TOURISM AND TRAVEL LAW (BTT3240)
2023/2024 SEMESTER TWO

Health requirements of a tour package

Regulation 6 of the Uganda Tourism (Tour Package) Regulations, 2013 requires the tour operator to ensure that its company has a **health and safety policy** where-

- a) Accident and emergency procedures are maintained and records are available for inspection
- b) A tourist is accommodated in an accommodation establishment that is approved and registered by the central local authority to accommodate guests
- c) A tourist is served a meal from an approved establishment that meets hygienic conditions; and
- d) A tourist is transported in an approved tourist vehicle with comprehensive insurance

Liability of the tour operator

QUESTIONS

- 1. Under what circumstances is the Tour Operator liable for incidents occurring during the tour?
 - i. If he breaches the contractual terms by either doing something wrong or not doing what is expected
 - ii. If he is negligent eg
 - iii. failing to verify the advertised information
 - iv. If his agents are negligent
 - v.
 - vi.
 - vii.
- 2. Under what circumstances is the Tour Operator excluded from liability?
 - i. ...

A tour operator is liable for his own breaches of contract and negligent **acts or omissions** by himself and his agents. In the event that he sells or advertises for sale a tour package or a condition applying to the contract, in respect to a package which contains false or misleading information, he is liable on conviction to pay a fine and yet he must compensate the consumer for any suffered losses².

However, a tour operator is not liable for negligence and contractual breaches of 3rd party suppliers.³ E.g. accommodation facilities, transporters, flight companies, site. A case in point is that of **Davies vs General Tours, Inc.**,⁴ While touring Morocco, the tour bus stopped to allow tourists observe camels wandering about the desert. As the plaintiff stepped from the bus to the ground, she slipped on loose sand and broke her ankle. She sued the tour operator and bus company for failing to warn her of the danger of exiting the bus. The suit was dismissed against the tour operator who did not own the bus, did not employ any of the tour personnel (the bus company owned the bus and employed the guides), and did not possess knowledge of the existence of the alleged dangerous condition.

In **Saachi vs TNT Vacations**,⁵ a tour operator organised a tour that included a charter flight which was cancelled by the charter company for unexplained reasons. The tour operator was not found liable for the flight cancellation. Similarly, in **Smith vs West Rochelle Travel Agency, Inc.**,⁶ a tour operator responsible for coordinating transportation, hotel accommodation and certain special events was not

² Regulation 3 of the Uganda Tourism (Tour Package) Regulations, 2013 S.I. No. 57 of 2013.

³ Norman G., et al. p. 455.

⁴ 774 A.2d 1063 (Conn. 2001) also reported in Norman G., et al. *ibid* p 455.

⁵ 2001 WL 2919550 (N.H. 1997) also reported in Norman G., et al. *ibid* p 455.

⁶ 656 N.Y.S. 2d 340 (N.H. 1997) also reported in Norman G., et al. *ibid* p 455.

MAKERERE UNIVERSITY BUSINESS SCHOOL
FACULTY OF COMMERCE, DEPARTMENT OF BUSINESS LAW
BACHELOR OF TRAVEL AND TOURISM MANAGEMENT YEAR III
TOURISM AND TRAVEL LAW (BTT3240)
2023/2024 SEMESTER TWO

liable when a tour participant took a “booze cruise” and was served too much alcohol which caused him to leap overboard to his death.

References

1. Cordato, A. Australian Travel and Tourism Law, 4th edition, Butterworths, Sydney 2006
2. Carew-Reid, A. Travel and Tourism Law 203/503 Study Guide, 6th edition, 2006, Curtin University of Technology, Perth;
3. Cork, J. Tourism Law. Elm Publications, (1997);
4. Grant, D., and Mason, S. Holiday Law, Sweet Maxwell, (1998);
5. John Downes and Tricia Paton; Travel and Tourism Law in the UK, 4th Edition, 2006;
6. Atherton T., Tourism, Travel and Hospitality Law, Law Book Co, Sydney, 1998;