



The Rickshaw Travels (UK) Ltd



## **RICKSHAW HOLIDAYS (UK) LTD. ("RICKSHAW") TERMS AND CONDITIONS**

A safari in East Africa is a unique experience and suitable as long as you are fit and enthusiastic regardless of age. Children are at all times to be accompanied by elders, and whilst in the Reserves, you are advised to exercise care and caution. You are after all in the natural habitat of wild animals. The degree of satisfaction and enjoyment you will experience can be enhanced by positive curiosity and active participation. Due to the nature of adventure travel, client's bookings are accepted on the understanding that they appreciate the possible risks involved with hiking, trekking, camping and or driving through national parks and the prevailing general conditions in Africa at any given time.

Please take time to read the conditions under which Rickshaw provides you with its services. Your payment to the company confirms acceptance of these terms and conditions.

### **1.0 TRANSPORT**

The vehicles Rickshaw provides you with are designed to withstand the rough terrain you will occasionally have to drive on and it is ONLY at your request that an air-conditioned vehicle is provided.

### **2.0 TEAM LEADER**

If your group is in excess of five (5) people, Rickshaw recommends that you identify amongst yourselves one individual whom all of you will designate as your "team leader" who can effectively communicate all your requirements to us while you are on tour/safari. Please note our safari tour guides and drivers will rely and act on the advice they receive from your team leader hence it is always better that your team leader's representations are collective and accurate.

### **3.0 DIETARY REQUIREMENTS**

Please note it is ONLY at your request that Rickshaw would provide you with meals outside regular meal times and any special dietary request needs to be communicated to Rickshaw at the time of making the bookings.

### **4.0 LUGGAGE ALLOWANCE**

Rickshaw recommends that baggage per person on our safaris be restricted to a minimum. Avoid unnecessary baggage.

## 5.0 PAYMENT

A non-refundable deposit of 10% of the booking is required to confirm your initial reservation. Upon confirming the Safari/Tour itinerary with us, the full balance for the Safari must be paid by the due date shown on the confirmation invoice. Rickshaw kindly requests you to comply with this, since Rickshaw, in most circumstances is required to make advance payments on your behalf in order to secure the reservations.

Please note for some telephone bookings full payment may be required IMMEDIATELY i.e. before you receive our confirmation invoice. If this applies you will be advised when the booking is made. **It is very important that you pay balances when due because failure to do so may lead to the cancellation of your holiday/flights and still leave you liable to pay cancellation charges.** Where an extra booking charge applies this will have been advised at the time of booking.

**All credit/charge card payments are subject to a surcharge. All cheque payments require 7 days to clear.** Until full payment has been received the price of your booking may increase as a result of fuel or other surcharges which suppliers may impose. Please note we do not accept responsibility for cash sent by courier or post, even if sent by registered or recorded delivery post or any other special delivery.

It is recommended that you get cancellation insurance coverage for your advance payment in case of cancellations resulting from unforeseen circumstances beyond your control, since in most cases the terms and conditions of the lodge/hotel stipulate nil or only part refund of advance payments made.

Further, any insurance coverage you may require, be it medical, travel, etc. must be obtained by you in your own country of residence before departure.

Rickshaw offers its clients medical evacuation coverage (not medical insurance) for a fee. Kindly speak to our representative regarding this.

## 6.0 MODIFICATION OF ITINERARIES

- (a) All safari dates, routes, and program details are provided in good faith based on information available to us; the same is subject to change due to such factors outside our control, which include but are not limited to the following: changes in airline schedules, reduced cooperation by a particular lodge, closure of roads and bad weather conditions. Such conditions may require some revision of safari routes in which case you may in rare cases incur extra expenses.
- (b) Rickshaw reserves the right to alter accommodation relating to hotels, lodges, or other similar facilities listed in the day-by-day itineraries with comparable facilities, if listed accommodations become unsuitable or unavailable for any reason.
- (c) Rickshaw does endeavor to provide you with trained and courteous staff. However an occasional error of judgment by our staff is known to have happened and you, our client are the only person who can effectively protect yourself against risky judgments by regulating your own actions and choices during the tour.

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- (d) Rickshaw will not accept liability for any client injuries or other client losses during any phase of the tour, even if such damages or losses are caused through negligence or intent by staff of any of the service providers.

## 7.0 TRAVEL DOCUMENTS

- (a) It is the responsibility of the client to be in possession of a valid passport, visa, permits, vaccinations, other relevant medical certificates and all other travel documents, including adequate funds by way of cash, travelers' cheques and/or credit cards.
- (b) Rickshaw does not accept any responsibility for changes in regulations for visas or any particular requirements for visas. Rickshaw is not responsible for the failure of the client to obtain the necessary visas. Should a client be refused entry to any country due to incorrect or incomplete documentation, neither Rickshaw nor its branches shall be liable for any costs, liability and or damages arising out of any such delays experienced by the client.

## 8.0 PAYMENT & CANCELLATIONS

- (a) **Payment Policy:** A non-refundable deposit of 10% to process the booking. A further 15% to confirm the booking, with the balance payable 90 days prior to arrival. If the reservation is made within 90 days of departure then the whole amount is to be paid to confirm the booking.
- (b) **Cancellation Policy:** All cancellation must be received in writing. As all suppliers charge cancellation fees, they are in turn passed on to us. Reservations that are cancelled, reduced in length of stay or reduced in number of occupancy are subject to cancellation and no-show fees. During high season properties request for payment in advance so in order to protect RTL the following is the scale for cancellation charges:
- 100% of the final invoice refundable less non-refundable deposit of 10% if cancelled 90 and above days before due date of arrival.
  - 50% of the final invoice will be retained by RTL to fulfill our obligations to our suppliers if cancelled between 89 and 61 days prior to arrival.
  - 100% of the final invoice will be retained by RTL to fulfill our obligations to our suppliers if cancelled within 60 days prior to arrival or in the case of a 'No Show'.
- \*\* Please note payment in full is required before an airline ticket can be issued and cancellation for airline tickets will be as per the terms and conditions on the issued airline ticket.

- (c) In the unlikely event of a cancellation of your safari resulting from inability to perform by any of the end service providers, Rickshaw will offer an alternative safari, which would be of the same value as the one booked by you earlier. Rickshaw also reserves the right to cancel any clients' booking when it is deemed unsuitable after departure of

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the said safari. Such a cancellation can occur once the guide has tried his utmost to alleviate the situation. Such instances are rare and the Rickshaw will not be responsible for any liability and/or damages that occur or extra costs incurred by you in such circumstances.

- (d) Should Rickshaw have to curtail a tour/safari for any reason due to weather conditions and or other factors after the time of departure, Rickshaw will not be liable to refund in whole or part of the tour, although every effort will be made to do so depending on the circumstances.
- (e) Should you decide to curtail a tour and or safari for any reason whatsoever Rickshaw will not be responsible for any subsequent damages, losses or liability arising from such an action.

## **9.0 YOUR FINANCIAL PROTECTION**

- (a) When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.
- (b) We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we, nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).
- (c) If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustee of the Air travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit, you assign absolutely to those Trustees any claims which you have or may have been arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

## **10.0 ALTERATIONS TO ITINERARY**

- (a) Rickshaw reserves the right to change routes and accommodation if necessitated by unforeseen and untenable conditions. In the unlikely event of a vehicle breakdown that is beyond the Rickshaw's control and immediate repair, we will arrange to have the spare part sent to us in the fastest possible manner. Rickshaw reserves the right to alter

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the itinerary accordingly in order to make up any time lost due to such circumstances as mentioned in this section.

- (b) Please be advised that once you have finalized, booked and paid in full for any of Rickshaw's products and or services, changes will only be accepted on your written advice. Part refunds, consequential damages or losses of any kind will be entirely to your account.

## **11.0 LAWSUIT**

- (a) Rickshaw shall not be held liable for any injury, damage or loss including consequential loss to any client or their possessions, including personal injury, disease or death while on safari.
- (b) All Clients who solicit Rickshaw's services agree to release Rickshaw and its affiliates from liability for risks associated with voluntary participation in a tour at remote geographical areas. By applying for a tour booking with Rickshaw, you, the client agrees on behalf of himself, herself and or themselves and their potential heirs, legal representative and personal representatives, that no lawsuit or other legal action will be undertaken against Rickshaw.

## **12.0 ARBITRATION**

If any dispute arises out of any of the services and or products offered by Rickshaw, such disputes shall be mediated through a process of arbitration in Dar es salaam, Tanzania in accordance with and subject to the provisions of the laws of the Arbitration Act. The parties to the dispute shall sit together and appoint an arbitrator each and the appointed arbitrators shall collectively choose another arbitrator to serve as an umpire, and all appointed arbitrators shall collectively arbitrate on the matter to its finality and their decision on the dispute shall be final and conclusive.

## **13.0 GENERAL**

- (a) If any of these provisions of this 'terms of use' document are found to be invalid or unenforceable, it will be struck out, and the remaining terms will remain in force.
- (b) Headings and sub-divisions are for referential purposes only.
- (c) If Rickshaw does not act in relation to a breach by you or others of these terms of use, it does not waive its right to act with respect to subsequent or similar breaches.
- (d) No employee, agent or representative of Rickshaw has the authority to modify, waive, or alter any provision of these terms and conditions.
- (e) In this Agreement, the term "website" includes any email bulletins or other content that Rickshaw provides to you via the internet or initiated from our website.

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By making a booking/reservation with us after receiving this document from us, you represent that you have read and understood same.

Rickshaw is merely a tour/travel/safari coordinator or arranger that acts in the best interest of its clients using its expertise and knowledge of the properties it recommends. Rickshaw is not the final service provider itself. Rickshaw therefore cannot accept responsibility of any mishaps or misdeeds of any of the service providers it uses, but would act as a mediator with your best interest in any eventuality.

THE MANAGEMENT, RICKSHAW HOLIDAYS (UK) LTD.

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