

RICKSHAW TRAVEL GROUP (“RICKSHAW”) TERMS AND CONDITIONS

A safari in East Africa is a unique experience and suitable as long as you are 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 in the natural habitat of wild animals. The degree of satisfaction and enjoyment you will experience can be enhanced by awareness, 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 conditions 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 the terms and conditions below:

1.0 TRANSPORT

The vehicles that 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 and at higher cost that a more luxurious 4x4 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 that any special dietary request needs to be communicated in writing to Rickshaw at the time of making the bookings.

4.0 LUGGAGE ALLOWANCE

Avoid unnecessary baggage. If on a flying safari package the smaller aircraft have baggage restrictions of one piece per person not exceeding 15Kg. Slight variations may apply depending on the carrier and size of aircraft.

5.0 PAYMENT

a) A minimum deposit of 25% of the total value of your trip is required to confirm your initial bookings.

The balance due shall be paid minimum ninety days prior to the start of your trip. If the reservation is made within 90 days of departure, then the whole amount is to be paid to confirm the booking.

Bookings cannot be confirmed until such payment is received. Rickshaw recommends you to take full insurance cover in your country of residence at the time of booking your trip to cover you against any cancellations, sickness, lost baggage, changes, curtailment due to natural disasters, strikes and riots etc.

Rickshaw offers its clients medical evacuation coverage (not medical insurance) at 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 not limited to the following: changes in airline schedules resulting in downstream changes, closure of roads and extreme weather conditions. Such circumstances may require revision of safari routes which in turn may affect the cost.

b) Rickshaw reserves the right to alter accommodation relating to hotels, lodges, or other similar facilities listed in the day-to-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 might occur and once on the trip, you our client are the only person who can effectively mitigate the situation by regulating your own actions and choices during the tour.

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 by 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 requirement 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 any of its service providers shall be held responsible or be made liable for any consequential expenses or inconveniences arising.

8.0 CANCELLATIONS

a) **Cancellation Policy:** All cancellations must be received in writing. Reservations that are cancelled, reduced in length of stay or reduced in occupancy number are subject to cancellation and no-show fees. During peak and high season, service providers and properties request for 100% payment in advance. Cancellation charges as follows shall apply:

- 10% of the final invoice is non-refundable regardless of when the cancellation request takes place.
- 50% of the final invoice will be retained by Rickshaw if cancelled between 89 and 61 days prior to arrival.
- 100% of the final invoice will be retained by Rickshaw to fulfil our obligations to suppliers if cancelled within 60 days prior to arrival or in the case of a 'No Show'.
- The above are Rickshaw's cancellation policies. Where the policy of any of the subcontracted service providers may differ drastically from those of Rickshaw or for example during peak season when cancellation policies could be more stringent, the same will be communicated to the client in writing at the time of confirming an order.
- Where Rickshaw is also requested to issue an airline ticket, cancellation policy of the airline shall apply.

b) In the unlikely event of your safari having to be cancelled resulting from any reason not directly under the control of Rickshaw; an alternative safari, which would be of the same value as the one booked by you earlier shall be offered. Such cancellations could be as a result of adverse weather conditions, riots, political strife etc... and to ensure your own safety. Likewise, should Rickshaw have to curtail a tour/safari for any reasons as stated above and 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.

c) Should you the client decide to curtail a tour and/or safari for any reason whatsoever, Rickshaw shall not be responsible for any consequent damages, losses or liability arising from such action.

9.0 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 while on safari, we will arrange to have the vehicle repaired or replaced in the fastest possible manner. Rickshaw reserves the right to alter the itinerary accordingly in order to make up for 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 against your written advice and subject to payment and cancellation terms contained herein.

10.0 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.

11.0 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 the country in which the particular Rickshaw office undertaking the booking is located in accordance with and subject to the provisions of the laws of the Arbitration Act in that country. The parties to the dispute shall appoint an arbitrator each. 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.

12.0 GENERAL

- a) If any of the provisions of this 'terms and conditions' 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 referral 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) The above terms and conditions also apply to both inbound and outbound packages as well.
- f) 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.

13 ATOL Bonding – Rickshaw Travels UK Ltd

ATOL Protection does not apply to all holiday and travel services sold by Rickshaw Travels UK Ltd. Please ask us to confirm what protection may apply to your booking. Please take note that ATOL only applies to our products and services sold from and by Rickshaw Travels UK Ltd, whose registered office is at 31 Basildon Close, Watford, Hertfordshire, United Kingdom, ATOL No. 11349

a) Your Financial Protection

When you buy an ATOL protected fight 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 Trustees 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 arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your 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.

By making a booking/reservation with us after receiving this document from us, you represent that you have read and understood the 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 for 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 RICKSHAW TRAVEL GROUP

I / we Passport / ID No.....,
Currently domicile in..... and, undertaking a trip booked through Rickshaw for Pax,
Confirm to have read and understood 'The Rickshaw Terms and conditions contained herein and confirm I / we shall abide by the same.

Signature:.....date:.....
I further confirm that I am signing on behalf of the whole group and with their consent.