Terms and conditions

These terms and conditions, as may be amended from time to time, apply to all our services directly or indirectly (through distributors) made available online, through any mobile device, by email or by telephone. By accessing, browsing and using our website or any of our applications through whatever platform (hereafter collectively referred to as the "website") and/or by completing a reservation, you acknowledge and agree to have read, understood and agreed to the terms and conditions set out below (including the privacy statement).

These pages, the content and infrastructure of these pages, and the online accommodation reservation service provided on these pages and through the website (the "service") are owned, operated and provided by Rhino Ark Kenya Charitable Trust ("www.rhino-charge.org", "us", "we" or "our") and are provided for your personal, non-commercial use only, subject to the terms and conditions set out below.

1. Scope of our Service
Through the website we (Rhino Ark Kenya Charitable Trust and its affiliate (distribution) partners) provide an online platform through which all types of temporary accommodation available for the Rhino Charge (for example, camps, tented camps, self-camping facilities, collectively the "accommodation(s)"), can advertise their accommodation for reservation, and through which visitors to the website can make such reservations. By making a reservation through www.rhino-charge.org, you enter into a direct (legally binding) contractual relationship with the accommodation provider with whom you book. From the point at which you make your reservation, we act solely as an intermediary between you and the accommodation provider, transmitting the details of your reservation to the relevant provider and sending you a confirmation email for and on behalf of the accommodation provider.

When rendering our services, the information that we disclose is based on the information provided to us by accommodation providers. As such, the accommodation providers are fully responsible for all rates and other information which is displayed on our website. Although we will use reasonable skill and care in performing our services we will not verify if, and cannot guarantee that, all information is accurate, complete or correct, nor can we be held responsible for any errors (including manifest and typographical errors), any interruptions (whether due to any (temporary and/or partial) breakdown, repair, upgrade or maintenance of our website or otherwise), inaccurate, misleading or untrue information or non-delivery of information. Each accommodation provider remains responsible at all times for the accuracy, completeness and correctness of the (descriptive) information (including the rates and availability) displayed on our website. Our website does not constitute and should not be regarded as a recommendation or endorsement of the quality, service level or qualification or rating of any accommodation made available.

Our services are made available for personal and non-commercial use only. Therefore, you are not allowed to re-sell, deep-link, use, copy, monitor (e.g. spider, scrape), display, download or reproduce any content or information, software, products or services available on our website for any commercial or competitive activity or purpose.

2. Prices
The prices on our site are highly competitive. All prices on the www.rhino-charge.org website are displayed including VAT and all other taxes (subject to change of such taxes), unless stated differently on our website or the confirmation email.

Rates made by accommodations may carry special restrictions and conditions. Please check the room and rate details thoroughly for any such conditions prior to making your reservation.

Obvious errors and mistakes (including misprints) are not binding.

All special offers and promotions are marked as such.

3. Free of charge
Our service is free of charge. We will not charge you for our service or add any additional (reservation) fees to the accommodation rate.

4. The Rhino Charge Ticketing Portal is the official and only website through which competitors/ officials/sponsors/spectators who want to come to the Rhino Charge must register, book and pay for:
*An Entry Ticket (one ticket per adult)
*Vehicle Access Voucher known as a Vehicle Entry Donation (VED)
*Spectator Accommodation

PLEASE TAKE NOTE THAT:
A) NO SALE OF TICKETS AT THE VENUE (ONLY ONLINE)
B) EVERYONE REGISTERED WITH THE SYSTEM MUST HAVE A UNIQUE EMAIL ADDRESS
Please note that there are strictly no exceptions and until you have paid for your accommodation (if applicable to your category), entry ticket (if applicable to your category) and your Vehicle access vouchers (VEDs) you do not have entry to the Rhino Charge.

5. Credit card or bank transfer
Reservations can be paid to the accommodation provider during the reservation process by means of secure online payment. Payment is safely processed from your credit/debit card or bank account to the bank account of the accommodation provider through I&M Bank, our payment processor.
In the event of credit card fraud or unauthorised use of your credit card by third parties, most banks and credit card companies bear the risk and cover all the charges resulting from such fraud or misuse, which may sometimes be subject to a deductible (usually set at EUR 50 (or the equivalent in your local currency)).

6. Cancellation
By making a reservation with an accommodation provider, you accept and agree to the following cancellation policy:
100% refund if the reservation is cancelled before or on the 31st March;
75% refund if the reservation is cancelled on or after 1st April but before or on 15th April;
50% refund if the reservation is cancelled on or after 16th April but before or on 30th April;
25% refund if the reservation is cancelled on or after 1st May but before or on 15th May;
No refund if booking cancelled on or after 16th May.

All refunds will be handled by the operator DIRECTLY with you and will not be carried out by us.
If you wish to review, adjust or cancel your reservation, please revert to the confirmation email and follow the instructions therein.

7. Further correspondence
By completing a booking, you agree to receive (i) emails which we may send you shortly prior to your arrival date, giving you information on the Rhino Charge event, (ii) an email which we may send to you promptly after your stay inviting you to complete our spectator review form. Kenya Commercial Bank, the official sponsor of the Rhino Charge online booking system, may also contact you by email.

8. Disclaimer
Subject to the limitations set out in these terms and conditions and to the extent permitted by law, we shall only be liable for direct damages actually suffered, paid or incurred by you due to an attributable shortcoming of our obligations in respect to our services, up to an aggregate amount of the aggregate cost of your reservation as set out in the confirmation email (whether for one event or series of connected events).

However and to the extent permitted by law, neither we nor any of our officers, directors, employees, representatives, subsidiaries, affiliated companies, distributors, affiliate (distribution) partners, licensees, agents or others involved in creating, sponsoring, promoting, or otherwise making available the site and its contents shall be liable for (i) any punitive, special, indirect or consequential loss or damages, any loss of production, loss of profit, loss of revenue, loss of contract, loss of or damage to goodwill or reputation, loss of claim, (ii) any inaccuracy relating to the (descriptive) information (including rates, availability and ratings) of the accommodation as made available on our website, (iii) the services rendered or the products offered by the accommodation provider or other business partners, (iv) any (direct, indirect, consequential or punitive) damages, losses or costs suffered, incurred or paid by you, pursuant to, arising out of or in connection with the use, inability to use or delay of our website, or (v) any (personal) injury, death, property damage, or other (direct, indirect, special, consequential or punitive) damages, losses or costs suffered, incurred or paid by you, whether due to (legal) acts, errors, breaches, (gross) negligence, willful misconduct, omissions, non-performance, misrepresentations, tort or strict liability by or (wholly or partly) attributable to the accommodation or any of our other business partners (including any of their employees, directors, officers, agents, representatives or affiliated companies) whose products or service are (directly or indirectly) made available, offered or promoted on or through the website, including any (partial) cancellation, overbooking, strike, force majeure or any other event beyond our control.

Whether the accommodation you stay at charges you (or has charged you) for your room, or we are facilitating the payment of the room price, you agree and acknowledge that the accommodation provider is at all times responsible for the collection, withholding, remittance and payment of the applicable taxes due on the total amount of the room price to the relevant tax authorities. www.rhino-charge.org is not liable or responsible for the remittance, collection, withholding or payment of the relevant taxes due on the room price to the relevant tax authorities.

9. Intellectual property rights
Unless stated otherwise, the software required for our services or available at or used by our website and the intellectual property rights (including the copyrights) of the contents and information of and material on our website are owned by www.rhino-charge.org, its suppliers or providers.

www.rhino-charge.org exclusively retains ownership of all rights, title and interest in and to (all intellectual property rights of) (the look and feel (including infrastructure) of) the website on which the service is made available and you are not entitled to copy, scrape, (hyper-/deep)link to, publish, promote, market, integrate, utilize, combine or otherwise use the content or our brand without our express written permission. To the extent that you would (wholly or partly) use or combine our content or would otherwise own any intellectual property rights in the website or any content, you hereby assign, transfer and set over all such intellectual property rights to www.rhino-charge.org. Any unlawful use or any of the aforementioned actions or behaviour will constitute a material infringement of our intellectual property rights (including copyright and database right).

10. Miscellaneous

To the extent permitted by law, these terms and conditions and the provision of our services shall be governed by and construed in accordance with the Kenyan laws and any dispute arising out of these general terms and conditions and our services shall exclusively be submitted to the competent courts in Nairobi, Kenya. If any provision of these terms and conditions is or becomes invalid, unenforceable or non-binding, you shall remain bound by all other provisions hereof. In such event, such invalid provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and you will at least agree to accept a similar effect as the invalid, unenforceable or non-binding provision, given the contents and purpose of these terms and conditions.