

## **Gladiola Adventure Car Hire/Rental terms & conditions**

Please take time to read the terms and condition of our services. Confirming a rental or booking with Gladiola Adventure assumes that you have read, fully understand and accept the terms and conditions described below.

## **Gladiola Adventure terms & conditions for self-drive car rentals**

### **I. General & use of the Vehicle**

1. The “Owner” means Gladiola Adventure Limited  
“You” or the “Hirer” means the person(s) who have signed the Rental Agreement;  
The “Rental Agreement” means the rental agreement made between You and the Owner;  
“Gladiola Adventure Insurance” means the insurance policy of Gladiola Adventure;  
“Vehicle” means the vehicle which is rented by you, as described in your online reservation form.
2. The Hirer shall return the Vehicle on the agreed date, as specified in your online reservation form, before 7:00 PM, unless the Owner has specifically agreed otherwise. No refunds shall be given for early returns.
3. The Hirer shall have a valid driver’s license (of the country of residence and/or an International Driver’s License). It is the driver’s responsibility to ensure that he/she carries the driver’s license with him/her whilst driving.
4. The Vehicle is to be operated only by the Hirer who have signed the rental agreement and his authorized travel companions. Any loss or damages arising from the use of the Vehicle by an unauthorized driver shall be borne by the Hirer.
5. Any losses or serious damages of the camping gear shall be charged to the Hirer at replacement value.
6. Any fine or penalty from the traffic police shall be settled by the Hirer.
7. The Vehicle is rented with a full tank of fuel - petrol for Toyota RAV4 and diesel for Toyota Landcruiser - and shall be returned to the Owner with a full tank in order to prevent refueling charges.
8. The Hirer is required to fill up on fuel only at larger gas stations, such as Shell and Total. In some of the smaller gas stations, fuel can be mixed with other liquids or additives, which may seriously damage the Vehicle’s engine.

### **II. Restricted areas & recommendations**

9. The following areas are only allowed with a Toyota Land Cruiser and are NOT allowed with a Toyota RAV4:

- a. Serengeti - the main road running from Naabi Hill gate to Seronera, the center of action, and from Seronera radiating to the East and West, is notorious among all tour guides in Tanzania for its condition. It is a challenging road due to the rocky surface with washboard ribbons. We do allow self-drive safaris into the Serengeti but a Land Cruiser is required. We cannot stress enough to drive slowly (25km/h) and carefully on this road! Single vehicle roll-overs are NOT covered by the insurance.
- b. Road towards Lake Natron.
- c. Selous Game Reserve.

10.

Travel to Lake Tanganyika and Gombe Stream National Park is ONLY allowed with a Land Cruiser and upon prior written confirmation by Gladiola Adventure. Western Tanzania lags behind in terms of economic development and very few tourists make it to the far West. The road network is not well maintained and it is challenging to follow up adequately in case the car has a mechanical problem.

11.

Gladiola Adventure strongly recommends NOT driving before sunrise (approx. 6.30 AM) and after sunset (approx. 6.30 PM).

12.

The Hirer is not allowed to cross any international borders.

13.

Hirers are advised to install the free App Maps.me on their Smartphone before travel and download the Tanzania Maps, so they can drive on GPS.

### **III. Maintenance**

14. All Vehicles are checked and serviced before being rented out and you will receive the Vehicle in safe and roadworthy condition. The Hirer shall return the Vehicle in the same condition as it was provided at the start of the rental

15.

You are responsible for the Vehicle during the rental period and you will use the Vehicle in accordance with good driving practices and in compliance with all laws. Your maintenance of the Vehicle includes checking of engine oil and other lubricants, coolant water, and tire pressure. We recommend doing so every time you are topping up fuel. The costs of the Vehicle's maintenance during the rental period shall be covered by the Hirer. Failure to maintain appropriate fluid levels may result in engine damage, for which damage the Hirer shall be liable.

16.

If any dashboard warning lights illuminate, the Hirer should consult the car symbol check list and, in case of doubt, contact a Gladiola Adventure representative.

### **IV. Mechanical breakdowns & repairs**

17. In case of a mechanical breakdown of the Vehicle which cannot be repaired within 24 hours and which is not the result of your negligence, fault or by that of an approved driver, a replacement Vehicle will be provided and paid for by the Owner on the shortest term possible. Kindly note that replacement Vehicles will have to come from Arusha.

18.

In case the Vehicle needs to be repaired during the rental period, the Hirer ensures

that:

- a. Gladiola Adventure is contacted for authorization prior to any repairs to the Vehicle;
- b. a receipt is issued and given to Gladiola Adventure upon return of the Vehicle;
- c. When bringing the Vehicle to any garage, valuables should not be left in the Vehicle (even the car tool kit) as it is not uncommon for items to be stolen at the garage. Hirers are required to replace items lost or stolen from the Vehicle (including spare tires, jacks and other tools which come with the Vehicle).

## **V. Accidents**

19. In case of an accident, whether it is your fault or those of the third party, the Hirer shall always immediately notify Gladiola Adventure and take pictures of the damaged Vehicle and the other vehicle(s) involved in the accident.
20. In case of an incident involving one or more vehicle(s), details of these vehicle(s) and their driver(s) should be identified and reported, such as the driver's ID, telephone number, number plate and insurance registration number.
21. After an accident, the Hirer should not leave the Vehicle unattended, as it is not uncommon for unattended vehicles to be vandalized.

## **VI. Damages, waiver and RTT Insurance**

22. Gladiola Adventure cannot be held liable for damages to the rental car when these are not the result of the mechanical condition of the car. The Hirer acknowledges that they are responsible for all repair and recovery costs in case of the following damage:
  - a. Tires: Gladiola Adventure cars are rented out with top quality tires, but having a flat tire can happen during the road trip and repair is at the expense of the Hirer. Consult the car explanation checklist for instructions. In the event that any of the tires are damaged beyond repair, the Hirer must replace it with a tire of the same dimension, type and wear characteristics and the cost is for the account of the Hirer. Always call Gladiola Adventure for advice on which type of tires are suitable.
  - b. Underbody coverage: damage to the underbody of the vehicle is considered a result of careless driving.
  - c. Windows.
23. The car is comprehensive insured against damage as a result of accident or fire, and third party liability to property and bodily injury due to a car accident. Excess claims beyond the maximum insured by Our Insurance Policy shall be the responsibility of the Hirer. This means that the Hirer's liability is covered by the Owner's insurance, provided that none of the events of clause 24 has occurred, and if:
  - a. you have accepted our Terms & Conditions by having signed the online Rental Agreement;
  - b. you have complied with the terms of the Rental Agreement;
  - c. you pay for the excess amount not covered by the Insurance.
24. The Hirer acknowledges that will be fully liable for any damage to the Gladiola Adventure vehicle and/or (third) property, if any of the following events has occurred:
  - a. Driving in excess of speed limits. Maximum speed limit inside the National Parks is 25 km / hour!

- b. Single vehicle incidents or rollover.
- c. Damage to the Vehicle is caused by careless, willful or reckless driving.
- d. Damage to the Vehicle is caused by lack of proper care / maintenance of the vehicle.
- e. Driving under the influence of drugs or alcohol.
- f. Driving on restricted roads / areas.
- g. Water submersion or saltwater damage is caused
- h. Wrong fuel use

## **VII. Liability**

- 25. Gladiola Adventure shall, to the maximum extent permitted by law, not be liable for any loss, damage or injury of any nature of the Hirer or the approved driver.
- 26. Gladiola Adventure cannot accept liability or pay compensation for unforeseen circumstances beyond its control or its staff, including flight delays/cancellations or force majeure such as war or threat of war, riots, civil disturbances, terrorist acts, border closure, acts of government or other authorities, strikes, thefts, epidemics, road closures, industrial disputes, natural or nuclear disaster, extreme weather conditions, fire, technical and/or mechanical problems to transport and all similar events beyond Gladiola Adventure's control.

## **VIII. Security bond**

- 27. A security bond of USD 300 is required through Credit card reservation. Upon return of the car, the vehicle will be inspected by our staff. When the vehicle and camping equipment are in acceptable condition, the Credit card freeze will be released. In case of strong doubts which cannot be verified on-site, the vehicle is brought to our workshop, and the bond, if any, partially or in full, will be charged.

## **IX. Booking and payment details**

- 28. Payments for car rental only can be made in cash on arrival or with Credit card through Direct Pay Online. Gladiola Adventure accepts Tanzanian Shillings, Euro's and US Dollars notes which are printed after 2003. For payments by Credit card, we send you a payment link. The 3.7% administration costs charged by Direct Pay Online are forwarded to the Hirer.
- 29. Your Online Car Rental Agreement serves as invoice. Once the invoice is cleared, you receive a payment receipt.

## **X. Booking and payment details accommodated trips/programs**

- 30. A deposit of 25% is required to confirm to confirm the booking and reserve the lodges. The invoice with the remaining amount added with the security bond amount, is due one month before departure. Payments are made by Credit card through Direct Pay Online. The 3.7% administration costs charged by Direct Pay Online are forwarded to the Hirer.

31. Your Online Car Rental Agreement serves as invoice. Once the invoice is cleared, you receive a payment receipt.

#### **XI. Cancellation policy accommodated trips/programs**

32. Cancellation:
  - a. after confirmation, loss of 25%
  - b. 14 days – 30 days before arrival: 50% of invoice
  - c. < 14 days: 100% of total payable

Gladiola Adventure Terms & Conditions Car rental with driver `

#### **I. General**

1. The “Owner” means Gladiola Adventure Limited  
“You” or the “Hirer” means the person(s) who have signed the Rental Agreement;  
The “Rental Agreement” means the rental agreement made between You and the Owner;  
The “Driver” means the person driving the car, appointed by Gladiola Adventure;  
“Gladiola Adventure Insurance” means the insurance policy of Gladiola Adventure Limited;  
“Vehicle” means the vehicle which is rented by you, as described in your online reservation form.
2. The Hirer shall return the Vehicle on the agreed date, as specified in your online reservation form, before 7:00 PM, unless the Owner has specifically agreed otherwise. No refunds shall be given for early returns.
3. The Vehicle shall be operated by the Gladiola Adventure Limited driver only. Other terms and conditions apply in case of self-drive rentals.
4. Any losses or serious damages of the camping gear shall be charged to the Hirer at replacement value.
5. The Vehicle is rented with a full tank of fuel - petrol for Toyota RAV4 and diesel for Toyota Land Cruiser - and shall be returned to the Owner with a full tank in order to prevent refueling charges.
6. The Hirer is required to fill up on fuel only at larger gas stations, such as Shell and

Total. In some of the smaller gas stations, fuel can be mixed with other liquids or additives, which may seriously damage the Vehicle's engine.

7. Gladiola Adventure Limited strongly recommends NOT driving before sunrise (approx. 6.30 AM) and after sunset (approx. 6.30 PM).

8. The Hirer is not allowed to cross any international borders.

9. In case of a mechanical breakdown of the Vehicle which cannot be repaired within 24 hours, a replacement Vehicle will be provided and paid for by the Owner on the shortest term possible.

10. The vehicle is comprehensive insured with Flying Doctors Ltd. Personal injury and/or belongings of the Hirer are not covered and fall under your medical and travel insurance.

## **II Booking and payment details**

11. Payments for car rental only can be made in cash on arrival or with Credit card through Direct Pay Online. Gladiola Adventure Limited accepts Tanzanian Shillings, Euro's and US Dollars notes which are printed after 2003. For payments by Credit card, we send you a payment link. The 3.7% administration costs charged by Direct Pay Online are forwarded to the Hirer.

12. Your Online Car Rental Agreement serves as invoice. Once the invoice is cleared, you receive a payment receipt.

## **III. Booking and payment details accommodated roadtrips**

13. A deposit of 25% is required to confirm the booking and reserve the lodges and purchase the permits. The invoice with the remaining amount is due one month before departure. Payments are made by Credit card through Direct Pay Online. The 3.7% administration costs charged by Direct Pay Online are forwarded to the Hirer.

14. Your Online Car Rental Agreement serves as invoice. Once the invoice is cleared, you receive a payment receipt.

## **IV. Cancellation policy accommodated trips/ programs**

15. Cancellation:

- a. after confirmation, loss of 25%
- b. 14 days – 30 days before arrival: 50% of invoice
- c. < 14 days: 100% of total payable