

# BOOKING CONDITIONS

## 1. BOOKING

In order to successfully place a booking, you should complete a booking form, accepting on behalf of your party the terms of these booking conditions and pay a non-refundable deposit of 25% per person of the total tour fare. Please ensure that each and every person intending to participate in the tour has a copy of these conditions, signs, and submit a legible copy.

- All persons named on the Booking Form shall be referred to collectively as "The Client" or "Clients". If the booking is made through a booking agent, all communication from Intrapid Rafting CC (hereinafter referred to as "The Company") will be addressed to that agent who acts as agent for the Client in regard to all communication from the Company to the Client.
- No contract shall exist between the Company and the Client until the prescribed deposit has been paid and the Company has confirmed the Client's booking on the signed Booking Form.
- The deposit will be refunded should the Company not be able to accommodate the Client on the requested tour.
- It is in the client's best interests to ensure that he/she is familiar with the itinerary and safety requirements.

## 2. PAYMENT

- The full amount of the tour fare, which is aligned to the commission structures set out by the company, is due by the Client to the Company. This must be paid by no later than four (4) weeks prior to the date of departure of all tours.
- If payment is not honoured, the Company may treat the booking as cancelled by the Client.
- Late applicants may however join the tour on an "accommodation available" basis. Certain tours call for a local payment in US Dollars. US \$ 100 bills are not accepted due to high occurrences of counterfeit. Payment should be made using US \$ 20 denominations or smaller in cash. In the event of counterfeit bills being passed, the agent will be liable for full compensation, including legal costs.

## 3. CANCELLATIONS BY THE AGENT / CLIENT

- 30 to 15 days - 50% of total fare
- 14 to 7 days - 75 % of total fare
- 6 to 0 days - 100% of total fare
- If the Client fails to join a tour, or joins after departure, or leaves it prior to its completion, no tour fare refund will be made by prior agreement between the Company and the Client only a portion of the tour is to be undertaken of a booking must be made in writing, by the person signing the Booking Form, and is not effective until the Company receives such cancellation.
- If the cancellation is received 31 days or more prior to departure, the above charges will apply.
- The Client must state this in writing to the Company at the time of the booking. Cancellation, and this written request, must accompany the Booking Form. This request must be acknowledged in writing by the Company Management.
- If the Client cancels a tour, the deposit is not transferable to any other person.

## 4. CANCELLATIONS BY THE COMPANY

- The Company reserves the right in any circumstances to cancel the tour and all tours shall operate subject to a minimum of participants.
- In instances where the Company cannot provide the tour booked, the Company will return to the Client all monies paid, which shall constitute the full extent of the Company's liability to the Client, or the Company may offer the Client an alternative tour of comparable standard at the Company's discretion.

## 5. ALTERATIONS TO ITINERARIES

- Although every effort is made to adhere to itineraries stipulated by the Company. The Company reserves the right to occasionally change routes and accommodation as brought about by changing conditions.
- This decision will come directly from a directorial level, unless in the event of a potentially life threatening situation, in which case the lead guide's decision will be final. This under the given condition that there is no immediate communications with Management.
- When a major change becomes necessary, notification of such alterations will be sent to the Client's agent or to the Client's last known address as soon as the Company becomes aware of this fact.
- The Company reserves the right to alter itineraries after departure if it is in the Client's interest to do so.
- The Company will not be responsible for any compensation to the Client whatsoever if the Company is forced to cancel, or in any way change the tour due to *force majeure*, viz. war, riot, civil strife, industrial dispute, terrorist activity, natural and/or nuclear disaster, fire, adverse weather conditions or other external circumstances beyond the Company's control.

# AUTHORITY ON TOUR/EXCLUSION FROM TOUR

- The decision of the guide employed by the Company will be final on all matters related to maintaining high standards of safety, and maintaining the itinerary stipulated by the Company.
- The Company shall be neither responsible, nor liable for any Client who commits an illegal or unlawful act in any vicinity visited.
- The Client may be excluded from the tour without any refund of the tour fare.
- If the Company considers the Client as unsuitable for a tour, it may in its absolute discretion, cancel such a Client's booking, or decline to carry the Client any further. That is, if that client causes inconvenience or annoyance to any other clients and/or guides, or jeopardises the Company's equipment or reputation in any way.

## 6. ALTERATION TO BOOKING CONDITIONS

- No employee or representative of the Company has any right to alter, vary or waive any of these Conditions, nor to undertake any liability whatsoever on behalf of the Company, unless such be in writing and signed by a Director of the Company.

## 7. HEALTH

- The Client acknowledges being aware of the proposed itinerary and safety requirements and hereby confirms that he/she is medically fit, in good health, and is able to embark upon the tour.
- Any Client with pre-existing medical condition or illness, including viral infections, must declare the true nature of such condition at the time of booking, to the Company, with the knowledge that the lead guide will be informed.
- The Client must make arrangements for the provision of any drugs for the prevention and/or treatment, which may be required during, before, or after the tour.
- Such a Client would be required to provide a medical statement from a GP to confirm that they are fit to tour. The Company and its representatives will treat all information in the strictest confidence.

## 8. VACCINATIONS

- The Client must take all necessary inoculations as are required or generally recommended in relation to the vicinities to be visited.
- For some countries a valid Certificate of Vaccination against certain diseases may be required.
- The Company does not accept any responsibility whatsoever for any Client being refused entry to any country due to incorrect or incomplete health documentation or vaccinations.

## 9. BAGGAGE

- All baggage and personal effects are at all times at the Client's risk and the Company cannot accept any liability for any loss or damage to baggage or personal effects.
- The Client will be accountable for full compensation to the Company in the form of financial remuneration for any negligent use/abuse of equipment/property resulting in impaired use or function of this equipment/property.

## 10. TRAVEL DOCUMENTATION

- It is the responsibility of the Client to be in possession of a valid passport, visa permits, vaccination and other medical certificates, and all other travel documents, including traveller's cheques, where applicable.
- The Company does not accept any responsibility for changes in regulations for visas or any particular requirements for visas.
- The Company cannot be held responsible for the failure of the Client to obtain the necessary visas.
- Should a Client be refused entry to, or be arrested in any country, due to incorrect or incomplete documentation, the Company cannot be held liable for any costs of such delays or repatriation costs for the Client.

# INSURANCE

- Travel and cancellation insurance is mandatory for all Clients.
- Before a Client commences on a tour, he/she must arrange his/her own insurance with a reputable insurer, for the entire duration of the tour, travel to, and from the tour.
- This insurance is to cover personal injury, medical expense, repatriation expense, loss of luggage, and the expenses associated with cancellation, and/or curtailment of a tour.
- If a Client becomes ill, or sustains injury, all hospital expenses, doctors' fees and repatriation costs are the Client's responsibility and the Company shall not be held liable for any refund of the tour cost.

## 11. LIABILITY

- The Client agrees that the Company and its members shall not be responsible for loss or damage to property, or injury, or illness to the client, or loss of life, or consequential damages which might occur, in any form, from any cause whatsoever.
- The Client and his/her dependants, heirs, executors, administrators and assigns hereby indemnify and hold blameless this Company. Also its members, associates, employees, representatives, organisers, helpers and agents, for any liability, or any claims whatsoever, howsoever arising, and without limitation from any claim (including any consequential claim) arising from any Client's bookings are accepted with the premise that the Client is fully aware of the risks inherent in river rafting, and that the client undertakes the excursions and expeditions (hereinafter collectively referred to as "tours") offered by the Company at the Client's own risk.
- Delay, loss or damage to property, injury, illness or death arising from any cause whatsoever, howsoever related to, or occurring from the tour.

## 12. INFORMATION

- Information given in all brochures, leaflets and advertising is given in good faith by the Company, and these are based on the latest information available at the date of publication.
- The Company reserves the right to change any of the facilities or equipment used or described in brochures, or other marketing tools without becoming liable for compensation or refund.
- While every endeavour is made to maintain the prices advertised, the Company reserves the right to increase the fares and rates at any time due to any unforeseen increases or exchange rate fluctuations to which he may be subjected.
- Increases/surcharges may be applied even after confirmation of bookings.

## 13. PHOTOGRAPHIC MATERIAL

- Clients should be aware that the authorised tour leaders, and representatives of the Company might take photographs and films of the Clients. This while on any of the tours, and the Company reserves the right to use such material for any advertising medium without obtaining consent, and without payment to the Client.

## 14. JURISDICTION AND LAW

- This Contract shall be interpreted according to the laws of the Republic of South Africa.

## 15. SEVERABILITY

- If any part, term or provision of this Contract is held to be illegal or unenforceable, it shall not affect the validity or enforceability of the remainder of the Contract in part, or in full.
- Furthermore, if any covenants are held illegal or unenforceable by virtue of its scale, extent or duration, it shall remain valid and enforceable in such reduced scale, extent or duration as any court may decide as being the maximum scale, extent or duration permissible.

## 16. ITINERARY CHANGES

- If a Client wishes to transfer from one tour to another, more than twenty-one (21) days before departure, and if the Company agrees, an administration cost relative to the expenses incurred will be charged. Normal cancellation fees apply within 30 days of departure.

## 17. SAFETY

- The Client undertakes, at his/her personal cognisance, to be aware of every aspect of the safety speech.
- To fully understand said safety, whilst refraining from compromising his/her safety, the safety of any members of the group, or the potential loss or damage of equipment, in accordance with said recognised international safety standards.

## 18. GRATUITY FOR GUIDES

- **Service charge gratuity for Guides is not included.**