



BOOKING TERMS AND CONDITIONS

1. INTRODUCTION

The following booking conditions form part of the basis of your contract with Hermanus Camino, a partnership which carries on business as an outdoor adventure and tour facilitator in South Africa (“we”, “us” and “our”). Please read them carefully as they set out our respective rights and obligations. By asking us to confirm your booking, we are entitled to assume that you have had the opportunity to read and have read these booking conditions and that you agree to them.

These booking conditions only apply to the tour arrangements which you book with us and which we agree to make, provide or perform (as applicable) as part of our contract with you. All references in these booking conditions to “tour”, “booking”, “contract” or “arrangements” mean such tour arrangements unless stated otherwise. References to “departure” means the start date of these arrangements.

2. COVID-19 NOTICE

You agree that it is your personal decision to travel and that you are doing so with full knowledge of current travel recommendations and travel restrictions with regard to the risk of COVID-19, with you having taken full personal responsibility to inform yourself in relation thereto. We do not assume responsibility and will not be responsible for any unsafe conditions or health hazards, including pandemics or other illnesses to which you may be exposed. We will however, use our reasonable endeavours to provide you with the latest travel information available to us in respect of the regulations, conditions and supplier terms applicable in relation to COVID-19, as at the time of your booking. We, our employees and agents will also not be responsible for any loss (financial or otherwise), damage, illness, harm, trauma, death, delay, denial of onward travel or costs (including but not limited to quarantine costs), which you may incur or suffer, whether during or post tour, arising directly or indirectly out of the risks and/or dangers associated with travelling during the COVID-19 pandemic, whether or not you had been informed by us of such risks and/or dangers at the time of the booking.



Please note that most insurance policies have a specific clause stating that they do not cover epidemics or pandemics, especially when travel warnings are in place. We recommend that you take advice from an insurance broker should you have any queries regarding the appropriateness of a travel insurance policy. We shall not be liable for your election not to purchase insurance nor shall we be liable to you for any claim by a travel insurer as it relates to COVID-19 or any other claim under the relevant policy.

3. BOOKING YOUR TOUR

Provisional bookings will only be made upon written confirmation by us of your requested tour. Where you are under 18 years of age at the time of the booking, the application form must also be signed by your parent or guardian during the booking process.

4. PRICES AND PAYMENT

4.1. All tour prices are VAT exclusive.

4.2. We accept EFT payments only. 50% deposit to be settled within 72 hrs of booking. Booking will be cancelled if no deposit received. Balance due 30 days prior to arrival.

4.3. Our banking details are as follows:

Bank Name:	Standard Bank
Account Number:	101 607 019 00
Branch Code:	050312
Swift Reference:	SBZA ZA JJ
Currency:	South African Rand (ZAR)

4.4. If the balance of the total booking value (including any surcharge where applicable) is not received by the due date, we reserve the right to treat your booking as cancelled by you and you will be liable for the cancellation charges set out below.



5. CHANGES AND CANCELLATIONS

5.1. Changes

Changes to your confirmed tour may be considered depending on practicalities and availabilities, and associated costs may be applicable.

5.2. Cancellations

Cancellations of bookings must be notified to us by email as soon as possible. Your notice of cancellation will only be effective when receipt is confirmed by us in writing. The following cancellation charges and refund terms will apply:

Cancellations made 31 or more days prior to departure	0% cancellation fee 100% refund
Cancellations made 30 days or less prior to departure	100% cancellation fee 0% refund

6. THIRD PARTY SERVICE PROVIDERS

Your tour may include the services of third parties. We do not accept liability for any loss, damage, injury, illness, harm or death which you may suffer as a result of any act or omission by a third party where they fail to meet their obligations to you whether in relation to accommodation arrangements or otherwise.

7. TRAVEL/ MEDICAL INSURANCE

We recommend that you have adequate and appropriate cover for your tour and ensure that all of the activities which you will be carrying out are covered by such insurance. Please read your policy details carefully and take them with you on your tour. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs.



8. INDEMNITY

8.1. Our liability To You

8.1.1. We promise to make sure that the tour arrangements we have agreed to make, perform or provide (as applicable) as part of our contract with you are made, performed or provided with reasonable skill and care. We will only be responsible for our employees, agents and suppliers failure to exercise reasonable skill and care, if such failure occurred at the time at which the employee, agent or supplier was acting within their scope of employment with us or carrying out work which we had asked them to do.

8.1.2. We will ensure that all operators included in the tour are fully licensed and registered with the relevant authority; have the necessary and correct liability insurance in place; and have procedures in line with current Covid-19 protocols, as set out by the Government of the Republic of South Africa.

8.1.3. You acknowledge that the tour or part thereof may be dangerous, and that you participate voluntarily and at your own risk.

8.1.4. We will not be responsible for any injury, illness, death, loss (including loss of possessions and loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:

8.1.4.1. your act(s) and/or omission(s);

8.1.4.2. the act(s) and/or omission(s) of a third party not connected with the provision of your tour and which were unforceable or unavoidable; or

8.1.4.3. 'force majeure' as defined in paragraph 11 below.



8.2. Your Liability To Us

- 8.2.1. You are responsible for ensuring that any existing medical conditions or disabilities which may affect your ability or render you unfit to undertake the tour are declared to us before you book your tour or, if newly diagnosed, before your due date of departure.
- 8.2.2. You are responsible for your behaviour and that of your party. We and our suppliers reserve the right to refuse your booking or the right to remove you and/or any member of your party from any transport, accommodation or any part of your tour if you or any member of your party is drunk or under the influence of alcohol or drugs; if you are or we reasonably believe that you are in unlawful possession of drugs; or are behaving violently, disruptively, dangerously or irresponsibly or in any manner whatsoever which presents a risk to you or others or is causing a nuisance or annoyance to others. No refund will be given, or compensation paid, and no costs or expenses for which you become liable or which are incurred by you will be made by us or be recoverable by you from us in such circumstances.

9. JURISDICTION

We both agree that South African law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between us ("claim"). We both also agree that any claim (whether or not involving any personal injury) which arises between us must be dealt with by the courts of the Republic of South Africa only.

10. PRIVACY POLICY

The protection of your personal information or data is extremely important to us. In order to respond to an enquiry, process and fulfil your booking or send you a brochure or other promotional material, we need to collect personal data from you. We will only process your personal data in connection with the purpose for which you have provided it (for example, arranging your tour) or as you have consented to our using it (for example, to send you marketing material) or as permitted by data protection laws.



You and your personal data will be protected by the Protection of Personal Information Act 4 of 2013 (which is otherwise known as POPIA). We refer to this legislation as data protection laws. We take appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, which is appropriate to the harm that might result.

You may ask us what personal data of yours is being held or processed, for what purpose and to whom it may be or has been disclosed. You may also withdraw your consent to receiving marketing material or other communications from us at any time by unsubscribing to our e-mails or otherwise contacting us. Please also let us know if you believe the personal data we are holding is inaccurate, out of date or incomplete. You may contact us by e-mail at info@hermanuscaminos.com, telephone at +27 (83) 212 7343 / +27 (83) 677 2171 or post to 4 Stemmet Street, Eastcliff, Hermanus. If you have any complaint about the way in which your personal data has been dealt with, please let us know by email to info@hermanuscaminos.com. We will investigate and respond to you as soon as we reasonably can.

11. FORCE MAJEURE

In these booking conditions, “force majeure” means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include, whether actual or threatened, war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, significant risks to human health such as the outbreak of serious disease at the travel destination, adverse weather conditions, fire and all similar events outside our control. Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage, loss or any expense of any nature as a result of “force majeure”.

12. NOTICES AND ADDRESS

We elect 4 Stemmet Street, Eastcliff, Hermanus, 7200 as the address for service of any notice, consent, approval or other form of communication. We acknowledge the address nominated by you on the signature page of the contract.

+27 (83) 212 7343
+27 (83) 6772171

www.hermanuscaminos.com
info@hermanuscaminos.com

4 Stemmet Street,
Eastcliff, Hermanus



13. GENERAL

- 13.1. This document, including all annexures attached hereto constitute the entire agreement between you and us and we will not be bound by any representation, warranties, undertakings, promises or the like which are not contained herein. Subject to the provisions of this contract, no alteration, variation or cancellation by agreement of or amendment or addition to or deletion from this contract will be of any force and effect unless it is in writing and signed by both you and us.
- 13.2. No failure by you or us to enforce any provision of this contract shall constitute a waiver of such provision or affect your or our right to require performance of any provision in the future.
- 13.3. If any provision of this contract is rendered void or unenforceable, the remaining provisions will continue to be binding and operative.
- 13.4. This contact may be signed in counterparts, each of which will be considered to be an original of this contract.

SIGNED AT _____ on this the ____ day of _____, 202_.

Print Name:
(For and behalf of Hermanus Camino)

Designation:

Witnesses:

1. _____
2. _____



SIGNED AT _____ on this the ____ day of _____, 202_.

Print Name:

Address for Service:

Witnesses:

1. _____

2. _____