

VDK TERMS & CONDITIONS

PLEASE TAKE THE TIME TO READ OUR T'S AND C'S, IF YOU BOOK A TOUR/HIKE WITH US, THEN IT IS ASSUMED THAT YOU HAVE READ AND ACCEPTED THESE TERMS AND CONDITIONS.

DEFINITIONS

HENCEFORTH, THE TOUR OPERATOR VAN DE KAAP TRAVEL & TOURS CC WILL BE REFERRED TO AS "VDK", AND THE PARTY PURCHASING A TOUR/HIKE WITH VDK (YOU) WILL BE REFERRED TO AS "THE CLIENT". ANY REFERENCE TO "VDK" IN THIS AGREEMENT INCLUDES VAN DE KAAP TRAVEL AND TOURS AS WELL AS THEIR MEMBERS, EMPLOYEES, GUIDES, VOLUNTEERS, SPONSORS, PARTNERS AND INDEPENDENT CONTRACTORS, REPRESENTATIVES AND ANY OTHER INDIVIDUAL(S)/AFFILIATE(S) ASSOCIATED WITH AND RELATED TO THE ORGANISATION AND/OR MANAGEMENT.

BOOKINGS & PAYMENTS

OUR STANDARD PAYMENT TERMS ARE A 50% DEPOSIT UPON BOOKING TO CONFIRM AND RESERVE YOUR DATES.

THE REMAINDER IS STRICTLY DUE 10 DAYS BEFORE THE START DATE OF THE HIKE.

UNLESS THERE IS A WRITTEN AGREEMENT OTHERWISE, FAILURE TO MEET THESE TERMS CAN RESULT IN FORFEIT OF YOUR BOOKING AND ANY DEPOSITS OR PAYMENTS MADE ARE THEN NON-REFUNDABLE. ONCE VDK HAS RECEIVED THE TOTAL PAYMENT DUE, THE CLIENT WILL RECEIVE THE TOUR/HIKE ITINERARY AND FURTHER DETAILS ABOUT THEIR SELECTED ACTIVITY. ITINERARIES ARE SUBJECT TO CHANGE BASED ON VARIOUS FACTORS, INCLUDING BUT NOT LIMITED TO WEATHER, ROAD CONDITIONS, MECHANICAL ISSUES, ACCIDENTS, AND POLITICAL CLIMATE. THESE ELEMENTS MAY NECESSITATE ADJUSTMENTS TO THE PLANNED TRIP PROPOSED ITINERARIES ARE CONFIRMED ONLY AFTER FULL PAYMENT IS RECEIVED.

WHILE VDK STRIVES TO ENSURE THE ACCURACY OF ITINERARIES, WE CANNOT BE HELD LIABLE FOR ANY ERRORS OR OMISSIONS.

PLEASE NOTE THAT DUE TO CIRCUMSTANCES BEYOND VDK'S CONTROL, SUCH AS WEATHER CONDITIONS:

THE PRICING OF TOURS MAY VARY

THE SCHEDULING OF TOURS AND ACTIVITIES MAY BE ADJUSTED

THE PLANNED ACTIVITIES WITHIN THE ITINERARY MAY BE ALTERED.

REFUND POLICY

AFTER THE CLIENT'S BOOKING REQUEST HAS BEEN PROCESSED AND PAYMENT HAS BEEN COMPLETED, THE FOLLOWING POLICIES APPLY SHOULD THE CLIENT CANCEL FOR ANY REASON.

NB OUR HIKE/TOURS CONTINUE REGARDLESS OF INCLEMENT WEATHER. SHOULD WE (VDK) CANCEL A HIKE/TOUR BEFORE IT COMMENCES DUE TO WHAT WE DEEM UNSAFE CONDITIONS: WE WILL OFFER AN ALTERNATIVE DATE (IF POSSIBLE), A FULL REFUND (I.E. FOR PAYMENTS MADE WITH CASH OR VIA EFT), OR A PARTIAL REFUND (I.E. LESS OUR BANK FEES AND/OR SERVICE FEES). SHOULD WE CANCEL A HIKE/TOUR ONCE IT'S ALREADY COMMENCED DUE TO WHAT WE DEEM UNSAFE CONDITIONS: THERE WILL BE NO REFUND ISSUED.

CANCELLATION & REFUND POLICY FOR SINGLE-DAY TOURS AND HIKES

CANCELLATIONS MORE THAN 24 HOURS BEFORE THE HIKE/TOUR DATE & TIME - 90% REFUND OF THE PAYMENT MADE (I.E. LESS OUR BANK FEES AND/OR SERVICE FEES).

CANCELLATIONS 24 HOURS OR LESS BEFORE THE HIKE/TOUR DATE & TIME - 0% REFUND OF THE PAYMENT MADE.

CANCELLATION & REFUND POLICY FOR MULTI-DAY TOURS AND HIKES

WE DO NOT OFFER A REFUND IF YOU CANCEL A MULTI-DAY HIKE/TOUR, FOR ANY REASON, LESS THAN 7 DAYS BEFORE THE START OF THE HIKE/TOUR.

IF YOU CANCEL BETWEEN 7 AND 21 DAYS BEFORE THE DATE OF THE HIKE/TOUR, FOR ANY REASON, WE WILL ONLY BE ABLE TO OFFER YOU A 25% REFUND (LESS OUR BANK/SERVICE FEES). YOU MAY LOSE YOUR EQUIPMENT RENTAL DEPOSIT.

IF YOU CANCEL 21 DAYS OR MORE BEFORE THE DATE OF THE HIKE/TOUR, FOR ANY REASON, WE WILL ONLY BE ABLE TO OFFER YOU A 50% REFUND (LESS OUR BANK/SERVICE FEES). YOU MAY LOSE YOUR EQUIPMENT RENTAL DEPOSIT.

IF THE RESERVE OR LANDOWNER (SUCH AS SANPARKS, CAPE NATURE, ETC.) CANCEL OUR BOOKING DUE TO SAFETY CONCERNS OR ANY OTHER REASON

THEY MAY PROVIDE US WITH A REFUND, PARTIAL REFUND, OR A NEW DATE. REFUNDS WILL ONLY BE ISSUED TO THE CLIENT ONCE WE HAVE RECEIVED A REFUND FROM THE RESERVE OR LANDOWNER. IF THEY OFFER US A NEW DATE THAT IS NOT SUITABLE FOR THE CLIENT, WE WILL ATTEMPT TO FIND A REPLACEMENT WHERE POSSIBLE, AND ONLY THEN ISSUE A REFUND.

IN THE CASE OF A 'NO SHOW' ON THE DATE & TIME OF ANY HIKE/TOUR DEPARTURE

CLIENT FORFEITS 100% OF PAYMENT MADE.

ACTIVITIES/SERVICES PROVIDED BY EXTERNAL OPERATORS

E.G. QUADBIKING, PARAGLIDING, SAFARIS, BOAT TRIPS, ACCOMMODATIONS, HIKING TRAILS, RESERVES, CABLEWAY, ETC.

ARE SUBJECT TO THEIR OWN CANCELLATION POLICIES. PLEASE REQUEST CLARITY ON THE TERMS FOR ACTIVITIES BOOKED WITH YOUR TOUR PACKAGE.

ACCEPTANCE OF RISK

BY BOOKING A TOUR/HIKE WITH VDK THE CLIENT ACKNOWLEDGES THAT THEY DO SO AT THEIR OWN RISK.

THE CLIENT HEREBY AGREES TO RELEASE VDK AND ITS EMPLOYEES FROM ANY RESPONSIBILITY FOR ANY COSTS, LIABILITIES, LOSSES, INJURIES, DEATH, DAMAGES, PENALTIES, FINES, SETTLEMENTS, EXPENSES (INCLUDING BUT NOT LIMITED TO LEGAL FINES, AWARDED DAMAGES, AND COSTS INCURRED IN DAMAGE CONTROL), OR ANY OTHER CLAIMS MADE BY THIRD PARTIES THAT MAY ARISE FROM THIS AGREEMENT. VDK WILL NOT BE HELD ACCOUNTABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES THAT MAY OCCUR DUE TO, OR IN CONNECTION WITH, THE PROVISION OR FAILURE TO PROVIDE ITS SERVICES. PERSONAL ITEMS & EFFECTS ARE THE RESPONSIBILITY OF THE CLIENT AND VDK CANNOT BE HELD LIABLE FOR DAMAGE, LOSS, OR THEFT OF SUCH ITEMS.

TRAVEL DOCUMENTS ARE THE RESPONSIBILITY OF THE CLIENT AND VDK ACCEPTS NO RESPONSIBILITY FOR NEGLIGENCE IN THIS REGARD.

IT IS EXPECTED THAT CLIENTS ARE IN GOOD HEALTH AT TOUR DEPARTURE. IT IS THE CLIENT'S RESPONSIBILITY TO INFORM THE VDK GUIDE OF ANY EXISTING MEDICAL OR HEALTH PROBLEMS.

IN THE EVENT THAT VDK NEEDS TO MODIFY AN ITINERARY OR SHORTEN A TOUR/HIKE DUE TO ANY REASON, NO REFUNDS WILL BE ISSUED, BUT VDK WILL ENDEAVOR TO CONTINUE THE TOUR/HIKE THROUGH ALTERNATIVE VENUES AND ARRANGEMENTS.

IN CERTAIN CASES WHERE VDK ARRANGES FOR SERVICES TO BE PROVIDED BY AN INDEPENDENT OPERATOR OR GUIDE, PLEASE BE AWARE THAT VDK IS NOT RESPONSIBLE FOR THE QUALITY OR SPECIFICS OF THESE THIRD-PARTY SERVICES. ANY ARRANGEMENTS MADE WITH EXTERNAL PROVIDERS ARE UNDERTAKEN AT THE CLIENT'S OWN DISCRETION AND RISK.

VDK REQUIRES PERSONAL INFORMATION FOR BOOKINGS (I.E. CONTACT DETAILS, FORMAL IDENTIFICATION, AND OTHER INFORMATION NEEDED TO CONFIRM A BOOKING). PERSONAL INFORMATION COLLECTED BY VDK IS NOT USED FOR ANY OTHER PURPOSE THAN THAT FOR WHICH IT WAS ORIGINALLY COLLECTED. PLEASE CONTACT VDK SHOULD YOU, THE CLIENT, HAVE ANY QUESTIONS ABOUT PERSONAL INFORMATION IN OUR POSSESSION.

SHOULD ANY ISSUES ARISE DURING THE TOUR/HIKE, PROMPTLY REPORT THEM TO THE TOUR LEADER OR TOUR/MOUNTAIN GUIDE FOR IMMEDIATE RESOLUTION. IF THE CLIENT WISHES TO FILE A COMPLAINT AFTER THE ACTIVITY'S CONCLUSION, IT MUST BE SUBMITTED IN WRITING WITHIN 10 DAYS FOLLOWING THE ACTIVITY'S END. COMPLAINTS RECEIVED BEYOND THIS PERIOD WILL NOT BE ADDRESSED.

BY BOOKING A TOUR/HIKE WITH VDK, THE CLIENT CONSENTS TO VDK USING PHOTOGRAPHS AND VIDEO FOOTAGE FROM THE TOURS/HIKES FOR MARKETING RELATED PURPOSES. PLEASE INFORM VDK SHOULD YOU PREFER THAT FOOTAGE OF YOU NOT BE USED.

FORCE MAJEURE CLAUSE

IN THE EVENT OF A FORCE MAJEURE, DEFINED AS ANY ACT, EVENT, OR CIRCUMSTANCE BEYOND THE CONTROL OF VDK, INCLUDING BUT NOT LIMITED TO NATURAL DISASTERS, ACTS OF GOD, WAR, TERRORISM, CIVIL UNREST, EPIDEMIC, PANDEMIC, GOVERNMENT RESTRICTIONS, STRIKES, AND LABOUR DISPUTES, WHICH PREVENTS VDK FROM FULFILLING ITS CONTRACTUAL OBLIGATIONS, THE FOLLOWING CONDITIONS SHALL APPLY:

NOTIFICATION: VDK SHALL INFORM THE CLIENT AS SOON AS REASONABLY POSSIBLE UPON BECOMING AWARE OF THE FORCE MAJEURE EVENT AFFECTING THE SERVICES UNDER THIS CONTRACT.

SUSPENSION OF SERVICES: VDK'S OBLIGATIONS UNDER THIS CONTRACT WILL BE SUSPENDED FOR THE DURATION OF THE FORCE MAJEURE EVENT.

LIMITATION OF LIABILITY: VDK SHALL NOT BE LIABLE FOR ANY DELAY OR FAILURE TO FULFIL ITS OBLIGATIONS IF SUCH DELAY OR FAILURE IS DUE TO A FORCE MAJEURE EVENT.

REFUNDS AND CANCELLATIONS: IF THE FORCE MAJEURE EVENT PERSISTS AND SIGNIFICANTLY AFFECTS THE TOUR/HIKE, VDK WILL OFFER THE CLIENT THE CHOICE OF: A FULL REFUND OF ANY PAYMENTS MADE FOR SERVICES NOT RENDERED, OR AN ALTERNATIVE TOUR/HIKE OF EQUIVALENT VALUE, SUBJECT TO AVAILABILITY.

TERMINATION: IF THE FORCE MAJEURE EVENT CONTINUES BEYOND A PERIOD OF 60 DAYS, EITHER PARTY MAY TERMINATE THE CONTRACT WITHOUT PENALTY.

THIS CLAUSE IS INTENDED TO PROVIDE PROTECTION TO BOTH VDK AND THE CLIENT IN THE FACE OF UNFORESEEN AND UNCONTROLLABLE EVENTS. VDK'S PRIORITY IS TO ENSURE THE SAFETY AND SATISFACTION OF THE CLIENT WHILE ADHERING TO PROFESSIONAL AND LEGAL STANDARDS.

INSURANCE

IT IS MANDATORY FOR CLIENTS TO HAVE COMPREHENSIVE TRAVEL AND MEDICAL INSURANCE THAT INCLUDES COVERAGE FOR CANCELLATIONS, CURTAILMENT, MEDICAL EMERGENCIES, TRAVEL AND PERSONAL ACCIDENTS. CLIENTS ARE RESPONSIBLE FOR VERIFYING THAT THEIR INSURANCE PROVIDES SUFFICIENT COVERAGE FOR THEIR INDIVIDUAL REQUIREMENTS.

SAFETY WARNINGS

THE SAFETY OF CLIENTS IS A VDK PRIORITY BUT IT IS THE CLIENT'S RESPONSIBILITY TO ADHERE TO THE RULES AND REGULATIONS OF THE COUNTRY THEY ARE VISITING AND SPECIFICALLY THE AREA THAT THEY ARE VISITING. THIS INCLUDES RULES AND REGULATIONS PERTAINING TO SAFETY ON SAFARI TOURS WHERE CLIENTS WILL ENCOUNTER WILD ANIMALS AND PARTICIPATING IN OUTDOOR/HIKING ACTIVITIES WHERE THERE IS A DEGREE OF RISK FOR INJURY AND LOSS OF LIFE. THE CLIENT IS RESPONSIBLE FOR ENSURING THEIR SAFETY AND WELL-BEING WHILE IN TRANSIT TO TOURIST/HIKING DESTINATIONS (INCLUDING WEARING A SEATBELT), AT TOURIST/HIKING DESTINATIONS AND ATTRACTIONS, AS WELL AS AT ACCOMMODATION ESTABLISHMENTS (INCLUDING STAYING WITH THE TOUR/MOUNTAIN GUIDE AND NOT BEING SEPARATED FROM THE GROUP, AVOIDING DRUNKENNESS, LEWD BEHAVIOUR AND GENERAL MISBEHAVIOUR THAT COULD RESULT IN THEM BEING ARRESTED OR HARMED).

WEATHER

THE WEATHER IN THE CAPE IS NEVER GUARANTEED. IT IS YOUR RESPONSIBILITY TO BE SUITABLY EQUIPPED TO SPEND TIME IN THE CAPE. WE WILL PROVIDE YOU WITH A SUGGESTED PACKING LIST OF WHAT TO BRING, BUT IF YOU ARE UNSURE THEN IT IS YOUR RESPONSIBILITY TO CHECK WITH US IN ADVANCE OF THE HIKE/TOUR.

BAD WEATHER IS NOT NECESSARILY UNSAFE IF YOU ARE PROPERLY EQUIPPED. BUT IF WE DEEM THE WEATHER TO BE UNSAFE, THEN WE WILL AIM TO RESCHEDULE THE HIKE OR TOUR. IF THE RESERVE OR LANDOWNER (SANPARKS, CAPE NATURE ETC.) DEEM THE WEATHER TO BE UNSAFE THEN WE WILL AIM TO RESCHEDULE THE HIKE OR TOUR. WE WILL COMMUNICATE THIS TO YOU AS SOON AS POSSIBLE.

MINDFULNESS

VDK RESERVES THE RIGHT TO TERMINATE A TOUR/HIKE AT ANY POINT IF A CLIENT'S CONDITION (AND/OR PARTICIPANTS IN THEIR GROUP) POSES A RISK TO THE SAFETY OR SUCCESS OF THE TOUR/HIKE (SUCH AS ILLNESS). ADDITIONALLY, IF A CLIENT (AND/OR PARTICIPANTS IN THEIR GROUP) ENGAGES IN BEHAVIOUR THAT IS ILLEGAL, INAPPROPRIATE, OR DISRUPTIVE, VDK MAY CANCEL THE TOUR/HIKE WITHOUT PRIOR NOTICE. UNDER THESE CIRCUMSTANCES, NO REFUND WILL BE PROVIDED.

MODIFICATIONS TO TERMS & CONDITIONS

VDK RESERVES THE RIGHT TO MAKE CHANGES TO THESE TERMS & CONDITIONS FROM TIME TO TIME AT ITS SOLE DISCRETION.

AGREEMENT

PAYMENT OF THE BOOKING FEE SECURES THE CLIENT'S ACQUIESCENCE TO ADHERE TO THESE TERMS AND CONDITIONS.

THANK YOU FOR TAKING THE TIME TO READ OUR T's & C's

WE LOOK FORWARD TO EXPLORING WITH YOU!