

SA MOBILE CAMPS (PTY)LTD

TERMS & BOOKING CONDITIONS

SA Mobile Camps (Pty) Ltd offers hospitality services direct to the public or on behalf of various suppliers. This results in unique contract terms with each respective service provider; including set cancellation terms. As such all reservations will have specified cancellation deadlines.

As a guest you are responsible for understanding this upon making a reservation on our site, and by booking you accept and agree to the terms of the cancellation policy which is available to you in writing or online before confirming your booking. A cancellation deadline will be displayed for each booking.

All reservations are made to our standard Terms and Conditions which can be found on our website www.nobilecamps.co.za

1. BOOKING FORM

Confirmed reservations will only be made on receipt of a 50% Deposit of the total cost.

The Client, who signifies his acceptance of this booking, does so, on behalf of himself and the persons under his authority, which means that all are bound by the booking conditions as if they had individually made the application themselves. The bookings are made with SA Mobile camps PTY Limited trading as Rush Adventures, and no person has any authority on its behalf to vary any of the terms and conditions, which are applicable. All legal disputes will be settled in a South African Court of Law.

2. CANCELLATION POLICY

The 50% Deposit paid on confirmation is non-refundable.

The balance of the outstanding amount is due no later than 6 weeks prior to the Clients booking date.

Should the booking take place within 30 days of the Client booking date, the full amount is due immediately on receipt of the Invoice.

Cancellations between 30 and 14 days of the Client booking date will receive 50% of the 75% final payment as a refund.

Cancellations of 14 days or less of the Client booking date will not be refunded.

In the event of cancellation by the client SA Mobile Camps PTY Limited will not accept any claims of any nature including consequential damages as a result of any accommodation or other services made or becoming unavailable against this booking. The Client hereby indemnifies and holds South African SA Mobile Camps PTY Limited harmless in respect of any such claim.

If the booking is cancelled by SA Mobile Camps PTY Limited all monies received will be refunded in full.

It should be noted and understood that SA Mobile Camps Trading PTY Limited will not be held liable if bookings with suppliers are cancelled due to the non-payment of Invoices by the Client on the due date. Failure to pay by the due date, as stated on the Invoice, will result not only in cancellation of bookings but also in the forfeiture of any Deposit paid on behalf of the Client to various suppliers.

Attrition: A 10% variation decrease on the original quoted brief will be allowed up to 30 days prior to the Client's booking date. Thereafter full 100% cancellation fees will apply.

3. DELEGATE NUMBERS

This Proposal has been based on delegate numbers as provided by the Client, therefore kindly note the following:

Should the numbers or nights reduce; the package price may change accordingly.

In the same respect a reduction in numbers after an initial deposit payment has been received or within the 30 days prior to the Client's booking date will constitute full cancellation penalties.

4. POSTPONEMENT OF EVENT

Where possible, SA Mobile Camps Trading PTY Limited will endeavour to postpone the event on behalf of the Client depending on the availability of accommodation and other contracted services. This will constitute the full extent of SA Mobile Camps Trading PTY Limited liability to the Client and persons under his authority.

5. WEATHER

SA Mobile Camps Limited cannot accept responsibility for any delays, postponements/ cancellations of the programme/ itinerary/ event, as a result of weather and its associated effects and will not accept liability for any loss, damage, inconvenience, or injury caused by or from weather conditions.

6. ADDITIONAL EXTRAS

All additional extras/ programme enhancements/ experiences that are confirmed after the final payment is received before the event, need to be paid in full prior to commencement of the event.

All additional extras/ programme enhancements/ experiences confirmed during the event need to be settled in full within seven days immediately after completion of the event.

7. ALCOHOL AND BEVERAGES

The client will nominate an authorised signatory who will be required to sign off an alcohol and beverage inventory before the commencement of the event.

The Clients authorised signatory will be required to sign off a consumption inventory before leaving the site of the event.

Payment of alcohol and beverages must be paid within seven working days after the event.

Should the Clients authorised signatory fail to sign off the inventory before departing camp, SA Mobile Camps Trading PTY Limited will take no responsibility for any disputes on consumption after the event and the Client will be expected to be settled the account in full within seven working days after the event.

8. INSURANCE

Travel and Cancellation Insurance is recommended however it is the Client's responsibility to arrange such insurance and to be satisfied that it covers their specific requirements.

The client cannot hold SA Mobile Camps Trading PTY Limited liable for any advice and/ or inadequate and/or the non-purchase of travel insurance

It is the client's responsibility and decision to request the services of Paramedics on standby for the duration of the event/camp/function which can be arranged at an additional cost.

9. THEFT AND LOSS

All baggage and personal effects are at all times at the Clients risk and SA Mobile Camps Trading PTY Limited cannot accept any liability for any loss of baggage or personal effects.

10. DAMAGE AND LOSS TO INFRASTRUCTURE AND EQUIPMENT

SA Mobile Camps Trading PTY Limited will hold the Client directly responsible or liable for any damage or loss to equipment or infrastructure resultant of negligence, malicious intent or theft.

11. HEALTH

The Client acknowledges being made aware of the proposed Itinerary, installation and strike down times and therefore the following is applicable:

It is the Client's obligation to ensure that he/ she is medically fit and able to embark upon such a trip or partake in activities as per the proposed Itinerary.

It is the Client's responsibility to ensure that the necessary Medical Rescue Insurance is in place prior to the start of the booking.

Malaria is a serious threat and should not be taken lightly and it is the Client's responsibility to ensure that the necessary precautions are taken.

12. LIABILITY AND RESPONSIBILITY

Whilst every effort has been made to ensure the highest standards of maintenance of all vehicles, boats, and aircraft, a breakdown or delay could occur at any time, which is beyond the control of SA Mobile Camps Trading PTY Limited.

Any such problem will be rectified as soon as is humanly possible to do so under prevailing conditions. SA Mobile Camps PTY Limited and its agents, act as agents of the company or persons making the booking on all matters pertaining to transport whether by road, rail, aircraft, coach, boat, or other means. The company shall not be held liable for death, injury, delay, loss, or damage resulting from any cause and in any manner whatsoever. The "company" shall not be liable for any expenses arising from any of the above.

Liability to passengers carried in any vehicle, aircraft, or vessel owned by the “company” is governed by the laws of the country in which such tented camp, safari or tour takes place, and all claims are subject to the jurisdiction of the courts of the country in which the course of action take place.

By signing or agreeing to booking via payment or contact the client hereby acknowledges that neither; SA Mobile Camps PTY Limited, its members, servants, or agents shall be in any way liable for injury, loss, or damage to person or property sustained howsoever arising, by your Client/party or any other person accompanying the mobile camp, trip or tour. SA Mobile Camps PTY Limited is hereby indemnified against all and any claims which may be made against it or any of its members of staff.

13. OTHER LIABILITY AND RESPONSIBILITY

Any sojourn into the wild may bring a Client into contact with wild animals, which must be considered dangerous.

SA Mobile Camps PTY Limited does not hold itself responsible for death, injury, or loss, which may occur.

All Clients will be obliged to individually sign an Indemnity Form in this regard.

14. SITE INSPECTION POLICY

Inspection visits will be arranged on the Client’s request. All costs pertaining to the Inspection visit will be for the Client’s account

15. FORCE MAJEURE

The Company shall not be liable for a failure to perform any of its obligations insofar as it proves:-

That the failure was due to an impediment beyond its control;

That it could not reasonably be expected to have taken the impediment and its effects upon its ability to

perform, into account at the time of the conclusion of this Agreement; and

That it could not reasonably have avoided or overcome the impediment or at least its effects.

An impediment, as aforesaid may result from events such as the following (this enumeration not being exhaustive):-

War, whether declared or not, civil war, civil violence, riots and revolutions, acts of sabotage;

Natural disasters such as violent storms, cyclones, earthquakes, tidal waves, floods, destruction by lightning, pandemics and fire;

Explosions, fires, destruction of machines, factories, and any kind of installations;

Boycotts, strikes, and lock-outs of all kinds, go-slows, occupations of factories and premises, and work stoppages;

Acts of authority, whether lawful and unlawful.

Furthermore

In the event that the Company invokes force majeure, it shall use its best endeavours to terminate the circumstances giving rise to force majeure and upon the termination of these circumstances giving rise thereto, shall forthwith give written notice thereof to the Client.

In the event that the Company invokes force majeure, it shall not be liable to provide a refund. Any refunds will be at the goodwill and discretion of the Company and cannot be guaranteed.

The Company cannot be held liable for non-performance due to Force Majeure.

16. PHOTOGRAPHY

SA Mobile Camps PTY Limited reserves the right to utilise any photographs taken during the camp event trip or tour for any future advertising / promotional purposes.

17. CLIENT ACCEPTANCE

Any deposit payment against this Quotation will be deemed that the client has fully read and accepted our Group Agreement Booking Terms and Conditions.

18. CONTACT DETAILS

SA Mobile Camps (Pty) Ltd – 2019/026484/07

Trading as Rush Adventures & Acacia Travel logistics

91 Glen Norton Rd, Benoni A/H, South Africa, 1501

Contact – Michael Lourens +27 83 2682 777 or Colleen Parker +27 82 651 8486

Email – sales@rushadventures.com

ONLINE BOOKING TERMS AND CONDITIONS

1. Use of Site

2.

You may only use this site to browse the content, make legitimate reservations and shall not use this site for any other purposes, including without limitation, to make any speculative, false, or fraudulent reservations. This site and the content provided in this site may not be copied, reproduced, republished, uploaded, posted, transmitted, or distributed. 'Deep-linking', embedding', or using analogous technology is strictly prohibited. Unauthorised use of this site and/or the materials contained on this site may violate applicable copyright, trademark, or other intellectual property laws or other laws.

2. Disclaimer of Warranty

The contents of this site are provided “as is” without warranty of any kind, either expressed or implied, including but not limited to warranties of merchantability, fitness for a purpose and non-infringement.

The owner of this site, the authors of these contents, and in general anybody connected to this site in any way, from now on collectively called “Providers”, assume no responsibility for errors or omissions in these contents.

The Providers further do not warrant, guarantee or make any representation regarding the safety, reliability, accuracy, correctness or completeness of these contents. The Providers shall not be liable for any direct, indirect, general, special, incidental or consequential damages (including -without limitation- data loss, lost revenues and lost profit) which may result from the inability to use or the correct or incorrect use, abuse, or misuse of these contents, even if the Providers have been informed of the possibilities of such damages. The Providers cannot assume any obligation or responsibility.

The use of these contents is forbidden in those places where the law does not allow this disclaimer to take full effect.

3. Our Rights

SA Mobile Camps (Pty) Ltd reserve the right to:

3.1 Modify or withdraw, temporarily or permanently, the Website (or any part of) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website; and/or

3.2 Change these Conditions from time to time, and your continued use of the Website (or any part of) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Conditions have been changed. If you do not agree to any change to the Conditions then you must immediately stop using the Website.

3.3 We will use our reasonable endeavours to maintain the Website. The Website is subject to change from time to time. You will not be eligible for any compensation because you cannot use any part of the Website or because of a failure, suspension, or withdrawal of all or part of the Website due to circumstances beyond our control.

4. Privacy Policy

We are committed to protecting your privacy. This privacy policy applies to all the web pages related to this website.

All the information gathered in the online forms on the website is used to personally identify users that subscribe to this service. The information will not be used for anything other than which is stated in the Terms & Conditions of use for this service. None of the information will be sold or made available to anyone.

The Site may collect certain information about your visit, such as the name of the Internet service provider and the Internet Protocol (IP) address through which you access the Internet; the date and time you access the Site; the pages that you access while at the Site and the Internet address of the Web site from which you linked directly to our site. This information is used to help improve the Site, analyse trends, and administer the Site.

We may need to change this policy from time to time in order to address new issues and reflect changes on our site. We will post those changes here so that you will always know what information we gather, how we might use that information, and whether we will disclose that information to anyone. Please refer back to this policy regularly. If you have any questions or concerns about our privacy policy, please send us an E-mail.

By using this website, you signify your acceptance of our Privacy Policy. If you do not agree to this policy, please do not use our site. Your continued use of the website following the posting of changes to these terms will mean that you accept those changes.

5. Cookie/Tracking Technology

The Site may use cookie and tracking technology depending on the features offered. Cookie and tracking technology are useful for gathering information such as browser type and operating system, tracking the number of visitors to the Site, and understanding how visitors use the Site. Cookies can also help customize the Site for visitors. Personal information cannot be collected via cookies and other tracking technology; however, if you previously provided personally identifiable information, cookies may be tied to such information. Aggregate cookie and tracking information may be shared with third parties.

6. Third-Party Links

In an attempt to provide increased value to our Users, we may provide links to other websites or resources. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content (including misrepresentative or defamatory content) of such websites, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external sites or resources.

7. Accommodation availability

All accommodation tent hotels, tours or trips are strictly subject to availability at all times.

8. Security Policy

8.1 Yoco Services process all credit card transactions. All credit card transactions are 128-bit Secure Socket Layers (SSL) encrypted. The company registration documents and the site's registered domain name are checked and verified by Thawte, ensuring the cardholder and merchant that nobody can impersonate VCS to obtain confidential information.

8.2 Virtual Card Services is committed to providing secure online services. All encryption complies with international standards. Encryption is used to protect the transmission of personal information when completing online transactions. Virtual Card Services Internet servers are protected by firewalls and intrusion detection systems.

8.3 The Merchant does not have access to credit details.

8.4 Virtual Card Services continually reviews and enhances its security in line with technological changes.

9. Monitoring

We have the right, but not the obligation, to monitor any activity and content associated with the Website. We may investigate any reported violation of these Conditions or complaints and take any action that we deem appropriate (which may include but is not limited to, issuing warnings, suspending, terminating or attaching conditions to your access, and/or removing any materials from the Website).

10. Law

The Conditions will be exclusively governed by and construed in accordance with the laws of South Africa whose Courts will have exclusive jurisdiction in any dispute, save that we have the right, at our sole discretion, to commence and pursue proceedings in alternative jurisdictions.

11. Updating of these Terms and Conditions

We reserve the right to change, modify, add to or remove from portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to this Website. It is the User's obligation to periodically check these Terms and Conditions at the Website for changes or updates. The User's continued use of this Website following the posting of changes or updates will be considered notice of the User's acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.

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