



TOUR APPLICATION and TERMS AND CONDITIONS

Tour Name:

Tour Date: to

PERSONAL INFORMATION (Responsible Person)

Surname: First Name:

ID: E-Mail:

Telephone no. (Cell) (Other)

Address (Personal and Invoice):

.....

.....

Code: VAT NR:

IN CASE OF ANY EMERGENCY, NOTIFY:

Name: Relationship:

Telephone no: (Cell)

GENERAL INFORMATION

NAME AND SURNAME (Passengers)	ID OR PASSPORT NR	AGE at Date of Tour	CELL NUMBER	E-MAIL ADDRESS
<u>1.</u>				
<u>2.</u>				
<u>3.</u>				
<u>4.</u>				
<u>5.</u>				

Any medical issues (you or passengers) that we must be aware of (i.e., Asthma, Diabetic, etc)?

.....

.....

Medical Aid: Member Nr:

Vehicle Make and Model:

Would this vehicle need a service whilst on tour?

WAYPOINT ADVENTURES (PTY) LTD

www.waypoint-adventures.co.za

Cell: 082 7852 433

Reg Nr: 2020/222005/07

Email: info@waypoint-adventures.co.za

Initial: ...

Vehicle Age (Years)

Rate your skills operating a 4X4 vehicle (out of 10):

Will you be towing an off-road Trailer? If so, make and model:

Do you have a WILDCARD? If so, Name and Nr:

TERMS AND CONDITIONS

General Terms and Conditions relevant to any activity organised by or for Waypoint Adventures (Pty) Ltd.

1. You are, as a participant, obliged to disclose all relevant personal circumstances that may be of influence on the execution of the tour or activity at the time of the booking. This includes, but are not limited to for instance illnesses, handicaps, allergies, general condition and possible desired or necessary diets.
2. It is important that you firstly read the extended travel information before you book the tour. This is also part of the travel agreement.
3. Cancellation of the tour by the participant should be made known immediately by phone **AND** e-mail to the Organiser.
4. If you cancel a tour, the following costs shall be charged to you:
 - Cancellation of the tour between 120 and 91 days before departure; 25% of the total activity, tour, or adventure package amount.
 - Cancellation of the tour between 90 and 61 days before departure; 50% of the total activity, tour, or adventure package amount.
 - Cancellation of the tour within 60 days before departure; 100% of the total activity, tour, or adventure package amount.

Navigating the challenges and consequences of cancellations is crucial for the success of our business, especially considering the significant investments we make in logistics and planning well ahead of time, sometimes up to two years in advance. As tour organizers, maintaining a stable cash flow is vital to the seamless operation of our company.

In our endeavour to address this concern, we place great emphasis on minimizing cancellations and last-minute refunds whenever possible. We encourage all participants to fully understand their commitments before booking and to recognize the importance of their participation in the tour.

To mitigate the negative impact of cancellations on our cash flow and operations, we remain committed to exploring alternative solutions to fill cancelled spots. We employ strategies such as reaching out to individuals on our waiting list or launching targeted campaigns to find suitable substitutes.

Our primary aim is to establish a fair and sustainable system that considers the interests of both our valued participants and the operational needs of Waypoint Adventures (Pty) Ltd.



Understanding that cancellations may arise, we want to assure you that we have multiple options available to assist in such situations and if you find the need to cancel your tour, we will make every effort to find a suitable substitute participant to take your place.

One effective method we employ is maintaining a waiting list. Upon notifying us of your cancellation, we will promptly contact individuals on the waiting list, offering them the opportunity to join the tour in your stead.

Additionally, we have the capability to run a Facebook Ad campaign to inform interested parties about the availability of your cancelled spot. The cost of this campaign can amount up to R 5 000.00, which will be deducted from your refund if we successfully find a substitute through this campaign.

Our goal is to ensure that your spot is filled, allowing others the chance to experience the adventure you initially planned. If you need to cancel, we urge you to reach out to us as soon as possible, and we will collaborate with you to find the best possible solution.

5. Cancellation of the tour by Waypoint Adventures (Pty) Ltd and liability: There is a possibility that the tour may be cancelled by the Organizer.

It is essential to note that Waypoint Adventures (Pty) Ltd always endeavours to avoid tour cancellations whenever possible. However, certain circumstances beyond our control may arise, impacting the quality, execution, or safety of the tour. In such cases, Waypoint Adventures (Pty) Ltd may feel obligated to cancel the tour.

If a tour is cancelled by the Organizer, the traveller will be promptly notified of the reasons behind the decision. If the cancellation results from abnormal and unforeseeable circumstances that are beyond the control of the Organizer, despite all reasonable precautions taken Waypoint Adventures (Pty) Ltd does not accept liability for any costs already incurred by the traveller, such as insurance premiums, deposits, visa expenses, vaccinations, and other related expenses.

Furthermore, Waypoint Adventures (Pty) Ltd holds no responsibility for any damage or injury suffered by the traveller, caused by any third party, unless such incidents can be attributed to the gross negligence or intentional actions of the Organizer.

Regarding the loss, theft, or damage of personal belongings, including money, Waypoint Adventures (Pty) Ltd assumes no liability. It is important to be aware that any obvious errors or mistakes in the travel program do not legally bind the Organizer.

To safeguard your financial commitment, Waypoint Adventures (Pty) Ltd has comprehensive insurance coverage in place in the event of the guide's death or disability. This measure provides you with reassurance and minimizes any potential financial impact should such circumstances arise.

Your safety and peace of mind are of utmost importance to us, and we take every precaution to ensure a secure and worry-free adventure experience.

6. Precondition changes and liability: Waypoint Adventures (Pty) Ltd retains the right to modify the prices of offered tours in response to changing regulations or the imposition of additional surcharges.



Moreover, unforeseen circumstances may arise throughout the year, leading to changes in travel routes or other aspects that may affect the planned travel program.

Considering the local conditions and the adventurous nature of our tours, it is possible that smaller or more substantial adaptations must be made to the travel program or route before or during the tour. However, Waypoint Adventures (Pty) Ltd is committed to minimizing any adverse effects on the traveller and seeks alternative solutions that preserve the essence of the original program to the greatest extent possible.

In the event of changes before the departure, the traveller will be promptly informed, and reasons for the modifications will be provided. Additionally, travellers are encouraged to familiarize themselves with the general local circumstances.

Under normal circumstances, changes should not result in alterations to the travel cost, and the traveller does not have the right to claim compensation for changes that were necessary and implemented by the Organizer.

7. **Complaints:** Possible complaints over the execution of the travel agreement should be submitted to in writing to Waypoint Adventures (Pty) Ltd or its representative.

WAIVER AND RELEASE AGREEMENT

Upon entering this Waypoint Adventure (Pty) Ltd and/or routes and trails environment, you might be exposed to numerous potential dangers. Therefore, the guide/s who will accompany you during your tour are highly trained and experienced and will ensure the highest levels of safety. However, in the unlikely event of an accident occurring, Waypoint Adventures (Pty) Ltd, their administrators, their guide/s, and their affiliates cannot accept any responsibility whatsoever.

1. I/We hereby voluntarily release, waive, and relinquish all claims or causes of action for personal injury, damage to property, or death occurring to me/us and arising because of engaging in participation in this activity or adventure as well as any activities incidental thereto, wherever, and however such injuries, damage to property, or death may occur and for whatever period these activities continue.
2. I/we also hereby release, waive, and relinquish any claim which may be brought by myself, my passengers, my heirs, executors, administrators and assigns due to any action or causes of action which may hereafter arise for me and my estate.
3. I/we state and agree that under no circumstances will I/us or my/our heirs, executors, administrators, or assigns prosecute, present any claim for personal injury, damage to property or death against any of Waypoint Adventures (Pty) Ltd, or their affiliates, because of negligence or otherwise.
4. I/we have been fully advised of the hazards and dangers incidental to engaging in the activity and hereby assume all such risks and dangers attendant to those activities, including negligence if any, of those above, or their affiliates.
5. I/we declare that I/we am of legal age and am competent to sign this waiver and release agreement or that my parent or guardian will sign on my behalf if I am a minor.



6. In the unlikely event of an accident or medical emergency occurring, I/we authorise a representative of the company to act on my/our behalf to secure medical treatment and have read the conditions of service ("Things to Consider").
7. By participating in a tour, you give consent that Waypoint Adventures (Pty) Ltd may take photos or video of you and your party whilst participating in the tour or any activity and use this in promotional material. If you have an objection to this, you must inform Waypoint Adventures in writing and Waypoint Adventures (Pty) Ltd undertakes to respect that request.

I HAVE READ THIS AGREEMENT AND THE CONDITIONS AS DESCRIBED, I UNDERSTAND IT, AND I AGREE TO BE BOUND BY IT.

Name of Responsible Person:

Signature of Responsible Person..... Date:

Name of Guardian or Parent (if under 21):

Signature of Guardian..... Date:

Name of Witness:

Signature of witness: Date: