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BOOKINGS: TERMS AND CONDITIONS

ABOUT CAPENATURE

CapeNature is a public institution mandated to promote and ensure biodiversity conservation within the Western Cape. CapeNature manages 31 clusters of Protected Areas within the Western Cape and adheres to the provisions of the National Environmental Management Act, 1998 (Act No 107 of 1998), Nature Conservation Ordinance No 19 of 1974 and the National Environmental Management: Protected Areas Act, 2003 (Act No 57 of 2003), hereafter referred to as the “NEMPAA” as well as the Regulations under the NEMPAA.

Please note that the terms and conditions contained herein are deemed to be a consumer agreement in terms of the Consumer Protection Act, 2008 (Act No 68 of 2008), which finds application throughout this document, herein referred to as the “CPA”, and as such, the terms and conditions need not be signed in order to find application.

A. BOOKINGS AND PAYMENTS

1. Right of admission is reserved.
2. All bookings are made on a first come, first served basis and no exceptions are allowed.
3. CapeNature accepts bookings up to one year in advance; with the ‘year’ ending at the end of the corresponding month, (i.e. bookings can be made on 01 December for the period up to 31 December of the following year).

4. All booking payments must be paid in full within 14 (fourteen) calendar days from the date on which the reservation was made.
5. CapeNature only confirms a booking upon receipt of proof of full payment by the specified deadline date as contained in the provisional booking confirmation.
6. Bookings made within 48 hours of date of arrival, requires full payment on the date of making such booking.
7. It remains the Client's responsibility to ensure that proof of payment (i.e. deposit slip or internet bank confirmation) is received by the booking office BEFORE THE FINAL PAYMENT DUE DATE.
8. CapeNature Reserves the right to cancel any booking without prior notification if partial payment is received or should the proof of full payment not be received by the specified deadline date.

B. WILD CARDS

1. CapeNature agrees to be accountable to Wild Card holders, as per the provisions of section 63(1) (b) of the CPA, which provides for pre-paid transactions.
2. All bookings made must be accompanied by a valid Wild Card membership.
3. If a valid Wild Card number is not presented at the time of the booking, the Client is liable for Conservation Fees unless a valid Wild Card number is provided before the final payment due date.
4. It is the responsibility of each visitor to confirm whether their reservation details are correct.

C. BOOKING CHANGES AND RESCHEDULING:

1. All rescheduling of bookings whether before or after arrival must be done 7 days prior to arrival date, any late request(s) will not be honoured, and should a customer not make use of their booking they will forfeit their payment.
2. Any changes on confirmed bookings (e.g. date changes, number of persons, number of sites, etc.) that result in a potential decrease of the booking price must be requested at least within 24 hours prior to arrival date. It shall be within the sole and absolute discretion of CapeNature to proceed with the requested changes.

3. Any changes or rescheduling of confirmed bookings that result in a price increase must be settled in full by the due date stated on Provisional Booking Confirmation.
4. Except where CapeNature has cancelled a booking, the following administrative fees are levied on the rescheduling (date changes) of confirmed bookings (please note that the fees relate solely to administrative fees and not to the increase or decrease, as the case may be, in the booking price):
 - First and second change: free of charge;
 - Third and other consecutive changes: R75 per rescheduling.

D. CANCELLATION OF CONFIRMED BOOKINGS, CHARGES RELATING TO CANCELLATION & REFUND (IF APPLICABLE)

All cancellation requests for confirmed bookings are subject to the following provisions as well as section 17(3) and (4) of the CPA:

1. Confirmed bookings, which are cancelled 30 days or more prior to the booked arrival date, shall be refunded in an amount equal to 80% of the full booking value and a cancellation fee of 20 % shall be charged.
2. Confirmed bookings, which are cancelled between 29 to 15 days prior to arrival date shall incur a 30% cancellation fee.
3. Confirmed bookings, which are cancelled between 14 to 8 days prior to arrival date shall incur a 40% cancellation fee.
4. Confirmed bookings, which are cancelled 7 days and less prior their arrival dates shall not qualify for a refund or credit.
5. All confirmed bookings must be cancelled in writing.
6. The Client shall forfeit **100%** of the total cost for any non-arrival.

E. CLOSURE OF FACILITIES BY CAPENATURE

1. Should CapeNature cancel a confirmed booking for any reason, the guest shall be given the option to change the booking to another CapeNature Reserve (pending availability) or receive a full refund (refer to FI below).
2. Kindly note that CapeNature will not entertain any rescheduling or cancellation requests as a result of unpleasant weather conditions – as this is out of our control. Should our Nature

Reserve staff advise us that conditions are unsafe for visitors, we will contact the affected Clients and offer an alternative arrangement.

F. REFUND & CREDIT CONDITIONS

1. All clients are entitled to a refund for up to 3 months from the date of cancellation and subject to clause D. A refund will only be approved upon receipt of a valid refund form, thereafter it will be kept as a non-refund credit for a further 3 months solely for the purpose of an alternative future booking with CapeNature. Should the client not make use of its credit within the 3-month period as stipulated (being 6 months from date of cancellation), the payment will be forfeited in its totality.

G. CREDIT

1. Bookings cancelled 8 days prior to arrival date shall qualify for a 100% credit, refer to section D for any refund request and section F for refunds and credit conditions.
2. CapeNature wishes to reiterate that credit is non-refundable as cash and may only be towards an alternative future booking with CapeNature.
3. CapeNature wishes to emphasize that all credit must be used within 6 months from date of cancellation. Failure to utilize the credit amounts to forfeiture.

H. REFUND PROCESS

1. Approval or decline of all requests for refunds will be communicated within 3 working days of the Client's initial request.
2. Refunds are approved in accordance to the refund and credit conditions within a period of approximately 2 weeks provided that all completed documents are received from the Client.
3. CapeNature shall refund the Client where a confirmed booking is cancelled due to either the death or hospitalization of the person for whom the booking was made, in compliance with the provisions of section 17(5) of the CPA. Where such person has died or is /has been hospitalized, the Client shall provide CapeNature with proof thereof.
4. Except for sections, 2 and 3 above, no further refunds will be provided.
5. Bookings cannot be rescheduled or refunded should guests leave earlier or arrive later than expected.

6. All customers must request refunds within 3 months from the date of cancellation.
Refer to cancellation policy.

I. EXEMPTION FROM LIABILITY

Attention is drawn to section 49(1) (c) and (d) and section 22 of the CPA, which provides that any notice indemnifying a supplier must be drawn to the attention of the consumer in a plain and understandable language. Neither CapeNature nor the property owners will accept any accountability or liability in any of the following instances:

1. Any death, injury or illness sustained or suffered by any person. For theft, loss or damage to any property, whether allegedly due to the negligence of CapeNature, its officers, employees or agents, or arising from the use of any facilities supplied or made available by any of them.
2. Clothing or any items left behind at our facilities and any alleged defect in any utensil, equipment, services, vessel or vehicle.
3. Any other form of transport supplied or made available, or any liquid or food supplied by CapeNature and used or consumed by any visitor.
4. Any failure by the Client in adhering to any rules and regulations by law, with specific reference to the NEMPAA.
5. Any other matter arising, in any other manner and from any other cause whatsoever.

J. SPECIFIC COMPLIANCE WITH THE PROVISIONS OF THE NEMPAA

1. In terms of section 46(1), no person shall be permitted access to any Nature Reserve without the written permission of CapeNature, as the management authority of that Nature Reserve.
2. The provisions of section 46 (2) (d) shall not be applicable to the holders of valid Wild Cards.
3. CapeNature may, in accordance with section 52 of the NEMPAA, create rules for the proper administration of its reserves, which rules shall be consistent with the provisions of the NEMPAA and shall be binding on all persons entering CapeNature's facilities.
4. CapeNature, as a Management Authority must adhere to the provisions of the Regulations for the proper administration of Nature Reserves, as published in Regulation Gazette No 35021 on 8 February 2012. In an effort of cooperation, any visitor to a Nature Reserve agrees to abide by the provisions of the Regulations.
5. As Management Authority, CapeNature may, among other things:

- a) Allow visitor access to a Nature Reserve at times established by the Management Authority and take reasonable steps to ensure the safety and security of visitors to its Nature Reserves.

K. VISITORS:

1. Visitors will only enter and exit the Nature Reserve at times agreed upon by the Management Authority and shall report to the reception office upon arrival and before departure from the Reserve.
2. No person shall be entitled to stay overnight at a Nature Reserve unless accommodation has been reserved or made available for that person or at any other place other than a place designated by the Management Authority.
3. Visitors shall have, in his or her possession a written authorization of entry.
4. No person may enter a Nature Reserve or travel within a Nature Reserve in a vehicle that does not conform to the requirements as determined by the Management Authority.
5. Swimming, diving, bathing and other water activities will only be permitted in designated areas. In the absence of any notices, no swimming, diving, bathing and other water activities will be permitted in any Nature Reserve and CapeNature shall not be liable for failure to adhere to any notices or absence of such notice.
6. Visitors acknowledge the lawful obligation to adhere to the rules of the Nature Reserves being visited, whether such rules are based on policy of the Management Authority or whether it is enabled through legislative provisions applicable to the Management Authority.
7. Checking-in and out of reserves must be completed by the person whose details appear on the booking confirmation. Alternative arrangements must be communicated in writing via email to the Contact Centre 72 hours prior to arrival.

L. BREAKING OF THE RESERVE'S RULES

1. CapeNature reserves the right to deny access or to evict guests who do not adhere to the rules and regulations of CapeNature and/or its Reserves. Payment paid for these bookings will be forfeited.
2. These rules include, but are not limited to the following:

- Visitors are required to produce their booking confirmation upon arrival entrance to the Reserve.
- No pets are allowed on the Reserves, guide dogs for visually impaired is one exception, but only in consultation with the reserve management and subject to the owner having the necessary inoculations and permits as ordained by the state veterinary department.
- No collection of bait, removing, damaging, cutting, killing or disturbing of fauna or flora.
- No rowdy, offensive, improper or unwanted behaviour.
- No exceeding the number of persons booked.
- Children under the age of eight may not participate in the Whale Trail.
- The arrival time for all camping and accommodation facilities is 14h00; and the Departure time is 10h00.
- CapeNature reserves the right to change tariffs, services or rules without prior notification.
- Peak rates are charged during Western Cape school and public holidays including the day before and after school /public holidays and all long weekends.
- No unaccompanied minor(s) (under the age of 18) will be allowed on the Reserve. If this ruling is not adhered to, the minor(s) will unfortunately not be provided with access to the relevant Reserve. Please take cognizance of the age limits in order to prevent disappointments.
- A minimum of three persons are required for all overnight hikes in the Wilderness areas.

M. TERMS AND CONDITIONS APPLICABLE TO ALL BOOKINGS MADE BY REGISTERED TOUR OPERATORS

All cancellation requests for confirmed bookings made by Tour Operators are subject to the following:

1. Full payment must be received within 60 days after making the booking. Failure to settle the payment within 60 days will result in cancellation of the booking and deposits paid will be forfeited. CapeNature accepts payment via Credit Card, EFT and direct deposits only. All payments made via EFT or direct deposit requires the Client to furnish CapeNature with a deposit slip and or proof of payment.
2. Bookings made between 30 and 15 days prior to arrival date, requires payment within 14 days; for bookings made 14 days or closer to arrival date, immediate payment is required.

3. Conservation fees are charged for all customers – the x1 driver and x1 guide are exempted from the conservation fees. Wild Card information must be submitted at the time of making the booking to avoid paying the conservation fees. This applies to all guests with valid wild cards.
4. Confirmed bookings may be cancelled 24 hours or more in advance of the booked arrival date. Cancellation penalties will not be incurred provided the Tour Operator keeps the money on credit with CapeNature and uses the credit for another booking within 6 months. If the credit is not utilised within the 6-month period it will be forfeited to CapeNature.
5. Confirmed bookings, which are cancelled 30 days or more prior to the booked arrival date, shall be refunded in an amount equal to 80% of the full booking value and shall be charged 20 % cancellation fees.
6. Confirmed bookings, which are cancelled between 29 to 15 days prior to arrival date shall be charged 30%.
7. Confirmed bookings, which are cancelled between 14 to 8 days prior to arrival date shall be charged 40%.
8. Confirmed bookings, which are cancelled within 7 days of the booked arrival dates shall not qualify for a refund or credit.
9. Bookings cannot be rescheduled or refunded should guests or the Tour Operator leave earlier or arrive later than expected.
10. All confirmed bookings must be cancelled in writing.
11. The Client shall forfeit **100%** of the total cost for any non-arrival.
12. Should CapeNature cancel a confirmed booking for any reason, the Tour Operator has the option to either reschedule to a different date or apply for a full refund.
13. All tour operator bookings request must be sent to trade@capenature.co.za

N. DISCLAIMER OF LIABILITY

- I. All persons entering this conservation area and using its facilities do so entirely at their own risk. The Western Cape Nature Conservation Board t/a CapeNature and/or its employees and/or agents and/or its successors in title shall not be liable for any damages, loss, theft, injury, accident or death suffered by any person, howsoever caused.

O. FIRE LIABILITY

1. Fire is a major environmental, human and livelihood threat. Anyone caught lighting, using or maintaining a fire or attempting to light, use or maintain a fire in areas other than those demarcated by the Nature Reserve manager will be in contravention of the National veld and Forest Fire Act (101 of 1998) and will be liable for fines as well as all costs incurred to extinguish the fire and or any legal costs. PLEASE BE FIREWISE.

P. COMPLAINTS

1. In the event that you have any complaint or experience any problems with your stay at any CapeNature reserve, kindly inform the on-site Reserve Office immediately.
2. If you are still dissatisfied, please notify CapeNature's Contact Centre immediately to enable us to resolve the problem. Failure to give us the opportunity to resolve any problem at the time it occurs may impact your right to claim compensation.
3. If you remain dissatisfied, contact the Contact Centre Manager within 28 days of the unsatisfactory service, providing your booking reference and full details of your complaint in writing via email to Ms Rubuluza - srubuluza@capenature.co.za
4. Whilst every effort will be made to resolve your complaint to your satisfaction, CapeNature in no way accepts liability for any claim.

Q. VISUAL CONTENT

1. All videos and photography used by CapeNature are copyrighted and are therefore not to be used or replicated in anyway without prior consent by CapeNature.
2. Permission to use visuals for marketing purposes must be approved by CapeNature.
3. Professional filming and photography on reserves, inclusive of drone usage, requires a filming permit issued by Permitz on behalf of CapeNature, failure to comply hereto will amount to an imposition of a fine and or penalty.