

## **Terms and conditions of BackPacker – Partner of bapato.com**

### **I.**

The tenant has received the keys to the property and is to return them to the BackPackers before 10am on termination date.

### **II.**

Under no circumstances shall the tenant allow more than the number of people paid for to the said property for purposes other than visiting.

### **III.**

The tenant shall keep and maintain all components of the property in good order and condition during the period of this agreement, and shall be liable for any loss or damage caused in any way arising out of their occupation.

### **IV.**

Before accepting a booking, the BackPackers reserve the right to alter published prices. After confirming a booking, the BackPackers will only alter prices to take into account factors beyond its control, including exchange rates, surcharges, changes to transportation and accommodation costs.

### **V.**

Although every effort will be made to adhere to itineraries, the BackPackers reserves the right to change accommodation if this is brought about by changing conditions. Should a major change become necessary, notification of such alterations will be sent to the Clients or their agents or to the Clients last known address as soon as the BackPackers becomes aware of such changes. The BackPackers reserves the right to alter itineraries after departure if it is in the Client's interest to do so. The BackPackers will not be responsible for any compensation to the Client, if the BackPackers is forced to cancel or in any way change the tour due to force majored, namely war, riots, civil strife, industrial dispute, terrorist activities, natural disasters, fire, adverse weather conditions or other external circumstances beyond the BackPackers control.

### **VI.**

The tenant indemnifies BackPackers and the home owner in respect of any loss, damage or injury suffered by any person arising in any way out of the use or occupation of the property by the tenants.

### **VII.**

All baggage and personal effects are at all times the Clients responsibility and at own risk and the BackPackers cannot accept any liability for any loss or damage to baggage or personal effects.

### **VIII.**

Information given on websites and brochures, leaflets and advertising is given in good faith by the BackPackers and these are based on the latest information at the date of the publication. The BackPackers reserves the right to change any of the facilities or vehicles described on the website, brochure, leaflets and advertising without becoming liable for compensation or refund. While every effort is made to keep the prices advertised in the website, brochures, leaflets and advertising, the BackPackers reserves the right to increase the tour fares due to any unforeseen increases or exchange rate fluctuation to which it may be subjected.

## **IX.**

Client's booking are accepted on the understanding that they appreciate the possible risks inherent in adventure travel and that they undertake the tours, safaris, river trips and expeditions featured on websites at their own risk, and agree to abide by all terms and conditions contained in such website. While every precaution is taken to ensure the safety of the Clients participating on the tours, the BackPackers does not hold itself responsible for death or any injury or loss which might occur to such persons sustained from any cause whatsoever. The Client and his/her dependants, heirs, executors, administrators or assigns hereby indemnify and hold harmless the BackPackers and it's members, employees, representatives, organisers, helpers and agents from any claims of whatsoever nature and for any liability for delay, loss, damage, injury, illness or death, arising from any cause whatsoever out of events relating to or occurring during the tour.

## **X.**

This Contract and any subsequent Contracts amending the Contracts shall be deemed to have been concluded in South Africa and shall be interpreted according to the laws of South Africa. The Courts having jurisdiction in respect of any dispute arising out of the said Contract shall be the appropriate next Court to back packer place. If any part, term or provision of this contract is held to be unenforceable, it shall not affect the validity or enforceability of the remainder of the contract.

## **XI. \*Rules of the house**

- NO LOUD NOISE OR MUSIC IN THE CAMP AFTER 10:00 PM.
- ALL ROOMS AND BUILDINGS ARE NON-SMOKING AREAS.
- CHILDREN UNDER THE AGE OF 12 YEARS MUST BE SUPERVISED BY AN ADULT WHEN USING THE SWIMMING POOL.
- CHILDREN UNDER THE AGE OF 12 YEARS MAY NOT USE THE POOL TABLE OR DART BOARD.
- NO ILLEGAL SUBSTANCES MAY BE USED OR BROUGHT ONTO THE PREMISES. ALCOHOL MAY NOT BE CONSUMED AWAY FROM THE BAR AND DECK AREA.
- THE BAR WILL NOT SERVE ALCOHOL TO PERSONS UNDER THE AGE OF EIGHTEEN YEARS.
- NO FIRES TO BE MADE OUTSIDE OF ALLOCATED BRAAI AREAS.
- NO LITTERING. USE BINS PROVIDED.
- SELF CATERING KITCHEN EQUIPMENT MAY NOT BE REMOVED FROM THE KITCHEN/DINING AREA. NO COOKING ALLOWED IN THE ROOMS.
- NO PLANTS OR ANIMALS ON ISINKWE MAY BE HARMED, REMOVED OR DESTROYED.
- DAY VISITORS ARE NOT ALLOWED.
- ACCESSES TO NON LODGE AREAS ARE PROHIBITED.
- RIGHT OF ADMISSION RESERVED.

South Africa, January 2008