



## Booking Conditions - 2024

### 1. The Contract - Registration

Your contract will be with amaWalkers Camino (Pty) Limited (amaWalkers) and is the sole contract between amaWalkers and the person signing the Registration form - the "Walker" - who must be over the age of 18. The person signing the Registration form, which incorporates these booking conditions, declares that he/she is fully aware of and accepts these conditions. If you book by telephone, internet or email you will be deemed to have read the booking conditions and are in agreement with them.

### 2. Protection of Personal Information

By signing our Registration Form, you authorise amaWalkers Camino to collect your personal Information. amaWalkers Camino adheres to the national legislation and regulations pertaining to the safeguarding of data privacy and shall use information provided by you to perform our services. You confirm that we may share your personal information with the following, who have an obligation to keep the personal information secure and confidential:

1. Employees of amaWalkers Camino – such as the Group Leader - who are required to be informed of the personal information in order to attend to your travel requirements;
2. Third parties – such as accommodation establishments - who supply the services.

We undertake not to disclose your personal information unless it is legally or contractually required to do so. We agree to use all reasonable efforts to ensure your personal information in our possession is kept confidential, stored in a secure manner and processed in terms of POPI.

### 3. Covid Rules

It is your responsibility to ensure that you are aware of and compliant with any Covid rules and regulations of each country that you visit. For official information about travelling to another country, please refer to the local websites and your own government's travel advice.

### 4. Paying deposits

**Upon registration** or **six** months before the walk we will ask for a **€500** deposit, which includes **€50** non-refundable administration deposit should you cancel. **Four** months before the walk, a second deposit of **€500** is payable. **Two** months before the walk, the final invoice is payable.

### 5. Payments

Although we work in Euro invoices are sent in ZAR (South African Rand) as that is the South African currency. If there is a substantial change in the Rate of Exchange before we get to Europe we will have to make adjustments. This means that we might make refunds to you if there is a substantial favourable change, or you might have to pay in the difference if the exchange rate is significantly higher, even after the final invoice has been paid. If there are increases in room tariffs after we have made the reservations and before we have paid, we will have no option but to charge extra – over and above the stated walk price - to cover these increases. This charge will be minimal.

We book some accommodation using reservation services. In some instances we are charged in full and no cancellations or refunds can be made. Other reservations are made directly with the hotels and deposits are required, or full payment levied before arrival.

## **6. Payment of the balance**

- (a)** Two months before the walk you will receive a Final Invoice showing the total cost of your trip, minus deposits paid and the balance owing plus any extra services booked. Your deposits will all be treated as part payment of the total amount due. Payments can be made in monthly increments although this could incur extra bank charges. If the balance is not received 59 days prior to the date of departure, amaWalkers shall have the right to cancel the booking without further notice, and cancellation charges as set out below will apply. We strongly recommend that you include trip cancellation insurance with your Travel Insurance.
- (b)** If after acceptance of the booking you wish to alter the confirmed arrangements, a minimum fee of €30 per person for each change may be charged, if such change is possible. If the alteration is less than 90 days prior to departure the cancellation charges may apply.
- (c)** Any changes to the original booking will not be effective until it is received in writing and agreed to in writing by amaWalkers. Because we reserve services such as hotel rooms and taxi transfers months in advance, any increases in their tariffs or additional costs imposed by our suppliers may also be charged.
- (d)** If you make your reservation less than 10 days before the travel date, there is a 5% additional fee to offset our expenses to alter the confirmed group reservations.

## **7. Cancellation fees: All cancellations must be received in writing.**

- If cancellation is received 90 days or less prior to the start of the walk there will be a €200 cancellation fee.
- If cancellation is received between 60 and 89 days prior to the start of the walk, there will be a €300 cancellation fee.
- No refunds will be given if cancellation is received 59 days or less prior to the start of the walk.

## **8. Cancellation or changes to the walk by us**

- (a)** amaWalkers reserves the right to cancel any walk prior to departure if there are insufficient numbers of participants (walk minimum 8 participants). Please insure your flight tickets or book flights that can be changed or cancelled. If the walk is cancelled by us, participants will receive a full refund of money paid to amaWalkers but we cannot refund you for air tickets or other expenses incurred. amaWalkers acts only as an agent on your behalf (the Walker) in reserving accommodation, transportation and other services.
- (b)** The walk may be cancelled at any time, even after you, the Walker, have departed for reasons beyond our control including reasons such as war, threats of war, civil strife, cancellation of airline flights or natural disasters, Covid 19 restrictions on travel and so forth. amaWalkers shall have no responsibility for any such cancellation, except to refund that which has been paid to amaWalkers by you, the Walker.
- (c)** amaWalkers shall have no responsibility to you, the Walker, for any inability to complete the walk by reason of travel restrictions, travel delays, quarantines, medical or customs regulations, delays or cancellations of or changes in itinerary or schedules of carriers, or injury to or inability of Walker.
- (d)** amaWalkers reserves the right to cancel, without any obligation to refund, make alternative arrangements, or pay compensation, where the customer fails to make payment (see "Payment of the balance") or if the customer's behaviour brings the walk to an end. If you, the Walker, decides to leave the walk once it has commenced, for whatsoever reason, no refund will be paid.

## **9. If we change your trip itinerary**

When you have made your contract with amaWalkers Camino, we will endeavour to ensure that none of your arrangements have to be altered. However, as the

arrangements are planned months in advance, sometimes changes may have to be made. In case of a significant change, you will be informed when you book or, if you have already booked, as soon as possible, if there is time before your departure.

## 10. Insurance

Accidents can and do occur, therefore, amaWalkers insists that you carry your own health and accident travel insurance and agree in writing to assume responsibility for any injuries. **Travel insurance is mandatory** for all walkers and you are responsible for arranging your own insurance. Walkers are responsible for ensuring that they are in possession of travel insurance with protection for the full duration of the walk in respect of medical expenses, injury, death, repatriation, as well as cancellation and curtailment. When walkers make insurance arrangements they must ensure that there are no exclusion clauses limiting protection for the type of activities included in the walk. Walkers must ensure that any travel insurance arrangements, made through any agency or individuals, are sufficient for their requirements and should arrange supplementary insurance if necessary.

## 11. Liability

- (a) The Walker understands that he/she is embarking on a hiking trip with inherent risks involved that include, but are not limited to, vehicular traffic, weather conditions, illnesses or accidents caused by stress, fatigue or consumption of food and alcoholic beverages, secondary transportation by bus, car, train, taxi or other conveyance. amaWalkers does not carry liability insurance for Europe and cannot assume any responsibility for accidents whether caused by your fault, equipment, the guide, or other persons on the trip. You hike and travel at your own risk. For this reason, no friends or relatives may join you on this group walk at any stage without completing the Registration form and signing the Indemnity section of the form. You will be asked to sign an Indemnity form with your Registration Form. Please be sure to read it carefully, sign it, and return it to amaWalkers.
- (b) You may not start this hike unless this form has been returned to us. Changes may not be made to the Indemnity form unless you receive prior authorization from us in writing.
- (c) amaWalkers assumes no responsibility for actions or omissions by carriers, hotels, organizers, contractors or other persons. The Walker agrees that amaWalkers shall not be liable or responsible for death, personal injury, loss or damage of any nature to the Walker or any personal property or baggage of the Walker, or for any cause that directly or indirectly relates to the walk, including transportation arrangements to and from the walk, for any reason or cause whatsoever.

## 12. Required Documents

- (a) You must make your own arrangements for travel to and from the starting point of the walk.
- (b) You must carry with you a valid passport and the necessary visa if required. Any information from amaWalkers regarding visa applications is merely a guideline. The Walker is responsible for all necessary visa and legal documents.

## 13. Luggage

**Luggage Transfers** are included and are limited to bags weighing no more than 20 kg (44 lbs) and in some areas 15kg. Bags are transported from hotel lobby to hotel lobby. Some historic buildings do not have elevators so the 20kg (44 lb) limit per bag is important for both you and the people who transfer your bag each day. If you have more than 20 kg (44 lbs) extra luggage you will need to transfer and pay for more than one bag.

## Your responsibility

You have chosen to join a walking group and, as a member of the group, you have a

responsibility to amaWalkers and to other group members which include:

1. Selecting a walk that is appropriate to your interests and abilities.
2. By signing the Registration and Indemnity Form you agree that you are in sufficient good health, that you are fit enough to do the walk you have chosen, and that you have no serious physical or mental conditions that will adversely affect the group.
3. You agree to prepare for your walk by reading **ALL** the information on the website and material sent to you by amaWalkers, especially those relating to the daily walking stages, types of accommodation, transport and the role of the Group Leader.
4. Respecting the other members in your group, especially the Group Leader, as well as the laws, customs, traditions and politics of the countries visited.
5. You are aware that amaWalkers Camino does not offer Guided Tours with certified European Tour Guides and that this is an accompanied walk with experienced Group Leaders who stay with the group for the duration of the walk.

Aggressive or unruly behaviour that disrupts the group or inebriation isn't tolerated. At the Group Leader's discretion, a member may be asked to leave the group if the leader feels that the person's further participation may be detrimental to other group members or to the individual.

**2024**

***amaWalkers Camino (Pty) Limited is a registered company in terms of section 14 of the Companies Act 2008 of South Africa. Reg No: 2012/073214/07***