

Terms & Conditions



1. Booking and payment in advance is essential.
2. In season means: school & public holidays, Easter weekend and all scheduled adventure dates.
3. Always obey the guide's instructions.
4. Students must have proof of a valid student card.
5. Note that rates are based on the stipulated minimum group size. For bookings of groups less than the minimum requirements, rates will be adjusted on a sliding scale.
6. Please note that on most of our adventures (SA-SA and SA-NAM) we may also camp overnight on the Namibian side of the river.
7. It is highly recommended that participants have medical aid and insurance cover in South Africa and Namibia, especially when doing overnight and multi-day adventures/expeditions.
8. Participants are responsible for their own medical and/or rescue costs.
9. It is also highly recommended that participants have travel insurance cover (recommended insurer: <https://www.tic.co.za/buy/travel-insurance.aspx?ref=426>) for that unexpected cancellation (please choose Namibia as your destination when taking out travel insurance cover).
10. Multi-day adventures and expeditions are quoted for camping on the first and last night at base camp. Make use of our add-ons if a chalet, glamping or safari tent, or tent hire, etc. is preferred.
11. A signed indemnity form is compulsory for each participant (to be completed at base camp).
12. Rates and scheduled dates are subject to change without prior notice.
13. Orange River Rafters, their guides, or any other sub-contractor will not be liable for any loss or damage whatsoever.
14. Some of the trips/adventures/expeditions may have limited or no mobile reception.
15. **Violsdrift does not have fuel available, you will need to make provision and fill up accordingly.**
16. Menus are subjected to change without prior notice.
17. When doing a SA-NAM adventure, participants have to check out of South Africa and into Namibia on the day of arrival at around 16h00. This must be done before your arrival at base camp at 17h00.
18. Passports, Unabridged Birth Certificates and Visas must be handed to your lead guide for safekeeping on the day of arrival.
19. Participants must check with the Department of Home Affairs whether they have everything they need to cross the border by following this link: <http://www.dha.gov.za/>
20. Non-South Africans must make sure about the Namibia Visa requirements with their relevant local travel authorities.
21. Vehicles are parked at own risk at base camp for the duration of the trip/adventure/expedition or stay.
22. Card payment charges are for your own account (3,5% of payments).
23. All bank charges for international payments are for your own account and will be billed accordingly.
24. No discount or commission is applicable for trips/adventures/expeditions that are already on special with 15% or more.
25. No discount or commission is applicable on accommodation and meals.
26. All bookings and add-ons are subject to availability and must be confirmed by Orange River Rafters.
27. The terms and conditions are subject to change without prior notice.
28. Participants with special dietary requirements will be charged as follows:
 - **3Day/4Night Adventure**
Vegetarians @R250pp, Vegans @R450pp, Pescatarians @R350pp & Halaal @R350pp.
 - **4Day/5Night Adventure**
Vegetarians @R350pp, Vegans @R550pp, Pescatarians @R450pp & Halaal @R450pp.
29. Any other special dietary requirements will be charge accordingly.
30. Participants with special dietary requirements may bring their own food.
31. Although Orange River Rafters, their staff or any sub-contractor will do their best to ensure that participants who are allergic to certain types of food get the right food, it is still the participant's responsibility to make sure that the food provided for them will not cause an allergic reaction.
32. Pregnant participants, participants with special dietary requirements and participants with any noteworthy medical condition have to make special arrangements with management when making a booking.
33. Participants will be liable for the cost of their own accommodation and meals etc. when they have to book an extra night at base camp or any other camp or lodge for whatever reason.
34. All equipment provided by us is the property of Orange River Rafters and must be returned to us after each trip/adventure/expedition in the same condition it was found in.
35. Small breed dogs that are tame and have the necessary border documentation may join us on an adventure when arranged with management at an additional cost of R250 per dog.
36. Participants should be aware that guides, participants or any representatives of the company may take photographs and videos of participants during a trip/adventure/expedition and the company reserves the right to use such material for any advertising, brochure or publication without obtaining consent or payment to the participants.
37. The company will not be held accountable if illicit substances, poached plants, wood, etc. be found on any participant during transport or at the border post.

Deposit payment:

- 35% non-refundable deposit required to be paid within 48 hours once a booking has been made, outstanding amount to be paid 30 days prior to arrival.
- Deposits are transferable to another date for up to two years (t's & c's apply).
- No contract shall exist between Orange River Rafters and the client until the prescribed deposit has been paid and the booking is confirmed by us.
- With payment of the deposit and/or final payment it is accepted that all participants agree to all the terms and conditions and cancellation policy.

Cancellation policy:

Cancellations to be given in writing to info@orangeriverrafters.co.za and to be confirmed by us.

It is highly recommended that participants have travel insurance cover (recommended insurer: <https://www.tic.co.za/buy/travel-insurance.aspx?ref=426>) for that unexpected cancellation.

A) Cancellations:

1. More than 30 days prior to arrival - full refund less non-refundable deposit.
2. 0-30 days prior to arrival – no refund – full amount will be payable.

B) Postponements:

1. More than 30 days prior to arrival - no transfer or cancellation fee will be charged and your deposit will remain intact.
2. 15-30 days prior to arrival 50% of full value will be charged to transfer your dates.
3. 0-14 days prior to arrival 100% of purchase price will be forfeited.

C) No refund applies if the participant does not complete the trip/adventure/expedition due to:

- Bad weather
- Problems with border documentation
- Medical condition
- Bad behaviour
- Any other reason not mentioned here

D) Cancellation by Orange River Rafters

In the unlikely event that Orange River Rafters have to cancel a trip/adventure/expedition due to force majeure or any other cause, Orange River Rafters will make every effort to offer an alternative date for up to two years at the same rate you have paid.

Should you commit any breach of the terms and conditions hereof or of any safety rules we reserve the right without prejudice to any other rights available to us in law to cancel this contract forthwith.

In today's life many people are under financial pressure and we understand that it is difficult to have money available for that much needed holiday.

We are here to assist by making payment a little easier.

Instalment Payments

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- Only 25% non-refundable deposit required
- 5.5% admin fee will be charged
- Full amount to be paid 30 days prior to arrival

Credit Card Payments

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- Only credit card payments allowed through the Yoco banking app (debit card payments and instant EFTs must be done through your own bank).

Gift Vouchers

Would you like to pay for a friend or family member's adventure holiday as a gift?

Buy a gift voucher now and surprise them with an adventure holiday with us.

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- Vouchers valid for 3 years from date of purchase.
- The purchaser of the voucher will be liable for the payment of the balance of the yearly increase in rates (if any) when the voucher is not redeemed within the same year the voucher was bought.

RELEASE OF LIABILITY; WAIVER OF CLAIMS, ASSUMPTIONS OF RISKS AND INDEMNITY AGREEMENT

DEFINITION

In this agreement the term "River Rafting Activities" shall include all activities in any way related to the Orange River Rafting trip, kayaking, or canoeing and including, but not limited to, orientation and instruction sessions, transportation or travel to and from the Orange River Rafters (Pty) Ltd ("the Operators") various premises, river, loading and unloading of vehicles, rafts and boats, camping, backpacking, fishing, hiking, backcountry travel and all recreational activities offered.

ACKNOWLEDGEMENT – RIVER RAFTING SAFETY

I agree to obey the lawful instructions of guides and to accept full responsibility for my own actions.

I acknowledge that I have been advised to wear a helmet and lifejacket while river rafting. Instructions in the proper use of the helmet and lifejacket are available from the guides.

I am aware that the physical exertion required by river rafting and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions, symptoms, or congenital defects. I have been advised to seek medical advice if I know or suspect that my physical condition may be incompatible with river rafting.

I acknowledge that I am not nor will I be under the influence of drugs or alcohol while participating in the River Rafting Activities.

I understand that the river water is not safe for consumption.

I understand that the Operators/Guides may refuse any person at any time, for specific reasons with no refund, to take part in any River Rafting Activities or undertake the tour.

ASSUMPTION OF RISKS

I am aware that River Rafting Activities involve many risks, dangers, and hazards including, but not limited to: accidents which occur during transportation or travel to and from the Operator's premises, the river, the overturning or upsetting of rafts or boats; sudden violent and unexpected movement of the boat or raft; entrapment by trees, logs, rocks or equipment; hypothermia due to exposure to very cold water; falling from the boat or raft into long sections of continuous rapids; impact or collision with rocks, trees, logs, deadfall, other vessels, and other boating equipment; encounters with domestic or wild animals; high winds; equipment failure; variation in the water conditions, surfaces and currents; and negligence of other boaters and rafters.

I am also aware that fishing, hiking, backpacking, camping, and backcountry travel involve many risks, dangers and hazards, including but not limited to: steep slopes in their natural state that may contain many obstacles and hazards; terrain that may not have been travelled on or climbed before and is not regularly patrolled or inspected; becoming lost or separated from the guide or party; rock slides; rapid and extreme change in weather conditions; negligence of other participants. Communication in the backcountry terrain is difficult, and in the event of an accident, rescue and medical treatment may not be available.

I am also aware that there is a risk of NEGLIGENCE ON THE PART OF THE OPERATORS, INCLUDING THE FAILURE BY THE OPERATORS AND THEIR STAFF TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH THE RIVER RAFTING ACTIVITIES AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Operators agreeing to my participation in the River Rafting Activities and permitting my use of its equipment, vehicles, parking and other river rafting facilities (hereinafter referred to as the "rafting facilities"), and for other good and valuable consideration, the receipt and sufficiency of which is acknowledgment, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against THE OPERATORS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, GUIDES, INSTRUCTORS, INDEPENDENT CONTRACTORS, SUB-CONTRACTORS AND REPRESENTATIVES (all of whom are hereinafter referred to as the "RELEASEES") AND TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer as a result of my participation in River Rafting Activities. DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS OF THE RIVER RAFTING ACTIVITIES REFERRED TO ABOVE.
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage or personal injury to any third party resulting from my participation in River Rafting Activities;

3. That this agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns, and representatives, in the event of my death;
4. In the event that any of the terms of this agreement are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining provisions, which shall remain of full force and effect. If any invalid term is capable of amendment to render it valid, the Operators will endeavour to amend or remove the invalidity.
5. That this agreement shall be governed by and interpreted in accordance with the laws of South Africa; and
6. PHOTO RELEASE – I agree to photographs and/or videos taken of me during my participation in the River Rafting Activities, and to the publication thereof by the Operators for advertising, promotional and marketing purposes for which I will receive no financial compensation.

In entering into this agreement I am not relying on any oral or written representation or statements made by the RELEASEES with respect to the safety of River Rafting Activities, other than what is set forth in this Agreement.