



Zwartkloof Adventures (Pty) Ltd

Registration Number: 2004/002889/07 VAT

Number: 439 021 4171

www.zwartkloofadventures.co.za

VOLUNTEER PROGRAM AGREEMENT

Between

ZWARTKLOOF ADVENTURES (PTY) LTD

Registration no: 2004/002889/07

R516 Old Thabazimbi Road

Bela-Bela, Limpopo Province

Republic of South Africa

(Hereinafter referred to as "Zwartkloof")

And

Passport/Identity Number: _____

Nationality: _____

Residential Address:

(Hereinafter referred to as "the Client")

Directors: Jan Morgan, Anika Morgan

R516 Old Thabazimbi Road
Bela-Bela
0480

Tel: + 27 14 736 2825



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1. PARTIES

1.1 This Volunteer Program Agreement ("Agreement") is entered into between **Zwartkloof Adventures (Pty) Ltd**, a company duly incorporated in accordance with the laws of the Republic of South Africa, and the Client identified above. Collectively, Zwartkloof and the Client shall be referred to as **"the Parties"**, and individually as a **"Party."**

2. DEFINITIONS

2.1 For purposes of this Agreement, unless the context indicates otherwise:

2.1.1. "Agreement" means this Volunteer Program Agreement together with all schedules and annexures.

2.1.2. "Client" means the individual whose details appear above and who participates in the Volunteer Program.

2.1.3. "Expedition" means the volunteer placement, activities, accommodation, excursions and itinerary undertaken by the Client whilst participating in the Volunteer Program.

2.1.4. "Program" means the Zwartkloof Adventures Volunteer Program.

2.1.5. "Zwartkloof" means Zwartkloof Adventures (Pty) Ltd.

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3. PAYMENT TERMS AND CANCELLATION

3.1 Reservation Deposit

3.1.1 A non-refundable reservation deposit of **US\$1,300.00** shall be payable to secure the Client's placement in the Program.

3.1.2 No reservation shall be confirmed until such deposit has been received by Zwartkloof.

3.2 Balance of Payment

3.2.1 The remaining balance of the Program Fee, including any applicable bank charges, transfer fees or foreign exchange costs, shall be payable no later than **four (4) weeks** prior to the Client's scheduled arrival date.

3.2.2 Failure to make payment within the prescribed period may result in cancellation of the reservation.

3.2.3 Late bookings may be accepted solely at the discretion of Zwartkloof and subject to availability.

3.3 Refund of Deposit

3.3.1 The reservation deposit forms part of the total Program Fee and shall only be refundable where Zwartkloof is unable to accommodate the Client.

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3.4 Cancellation by the Client

3.4.1 Where a booking is cancelled with the consent of Zwartkloof, the reservation deposit shall be forfeited.

3.4.2 Where cancellation occurs less than four (4) weeks before commencement of the Program, the following cancellation charges shall apply:

3.5 Period before Arrival Cancellation Fee

3.5.1 **28 – 14 days** **60%** of the total Program Fee

3.5.2 **13 – 0 days** **100%** of the total Program Fee

4. ITINERARY, CONDUCT AND LIABILITY

4.1 Itinerary

4.1.2 Zwartkloof reserves the right to amend the itinerary where reasonably necessary, due to circumstances beyond the reasonable control of Zwartkloof.

4.2 Limitation of Liability

4.2.1 Zwartkloof shall not be liable for any direct, indirect, consequential or incidental loss arising from accommodation, transport or facilities becoming unavailable during the Expedition.

4.2.2 The Client indemnifies and holds harmless Zwartkloof, its directors, employees, representatives and agents against any claim arising from such circumstances.

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4.3 Client Conduct

4.3.1 The Client undertakes:

- 4.3.1.1 to conduct themselves responsibly;
- 4.3.1.2 to respect fellow volunteers, staff members and local communities;
- 4.3.1.3 to comply with all reasonable instructions issued by Zwartkloof representatives;
- 4.3.1.4 to observe all applicable laws and regulations.

4.3.2 Should the Client's conduct endanger the safety or enjoyment of others, or should the Client breach any law or regulation, Zwartkloof may immediately terminate the Client's participation in the Program.

4.3.3 In such event:

- 4.3.3.1 no refund shall be payable;
- 4.3.3.2 the Client shall be responsible for all costs associated with returning home; and
- 4.3.3.3 Zwartkloof shall have no further liability.

5. COMPLAINTS PROCEDURE

5.1 Should the Client experience any concern during the Expedition, the Client shall immediately notify the Expedition Leader to enable the matter to be resolved promptly.

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5.2 Should the complaint remain unresolved upon completion of the Expedition, the Client shall submit the complaint in writing to: Email: wildlife@zwartkloof.co.za within a reasonable period after completion of the Program.

6. TRAVEL REQUIREMENTS

6.1 The Client acknowledges and accepts full responsibility for:

- 6.1.1 all baggage and personal belongings; obtaining and maintaining a valid passport;
- 6.1.2 obtaining all required visas;
- 6.1.3 obtaining all required vaccination certificates;
- 6.1.4 ensuring that the Client is medically fit to participate in the Program.
- 6.1.5 Zwartkloof accepts no liability whatsoever for loss, theft or damage to the Client's personal belongings.

6.2 Travel Insurance

- 6.2.1 Comprehensive travel insurance is compulsory.
- 6.2.2 Such insurance must include cover for:
 - 6.2.2.1 Cancellation;
 - 6.2.2.2 Curtailment;
 - 6.2.2.3 Medical Expenses;
 - 6.2.2.4 Emergency Evacuation;

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6.3. Personal Accident.

6.3.1. The Client remains solely responsible for arranging adequate insurance before travelling.

7. GOVERNING LAW AND JURISDICTION

7.1. This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of South Africa. The Parties agree that this Agreement is deemed to have been concluded in Bela-Bela, Limpopo Province. The Parties consent to the jurisdiction of the High Court of South Africa in respect of any dispute arising from this Agreement, notwithstanding that such dispute may otherwise fall within the jurisdiction of the Magistrates' Court.

8. GENERAL PROVISIONS

8.1 Promotional Material

8.1.1 Zwartkloof believes that all brochures, websites and promotional material are accurate at the time of publication. However, prices, services and facilities may change without prior notice.

8.2 Photography and Media

8.1.2. The Client grants Zwartkloof permission to use photographs and video footage taken during the Program for promotional, educational and marketing purposes without compensation. The Client waives any claim relating to such use.

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9. ACKNOWLEDGEMENT

9.1 By signing this Agreement, the Client confirms that:

- 9.1.1 they have carefully read this Agreement;
- 9.1.2. they fully understand its contents;
- 9.1.3. they have had sufficient opportunity to obtain independent advice if desired;
- 9.1.4. they voluntarily accept all terms and conditions contained herein; and
- 9.1.5. they agree to be legally bound by this Agreement

10. SIGNATURES

SIGNED at: _____

On this _____ day of _____ 20_____

FOR AND ON BEHALF OF

ZWARTKLOOF ADVENTURES (PTY) LTD

Authorised Representative: _____

Capacity: _____

Signature: _____

Date: _____

Directors: Jan Morgan, Anika Morgan

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THE CLIENT

Full Name: _____

Passport/Identity Number: _____

Nationality: _____

Signature: _____

Date: _____

WITNESS 1

Signature: _____

WITNESS 2

Signature: _____

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