

Campster Terms and Conditions

Last Updated: 25 June 2025

Welcome to Campster! These Terms and Conditions ("Terms") govern your access to and use of the Campster website and online booking platform ("Platform"). The Platform is owned and operated by Campster (Pty) Ltd, a company registered in South Africa.

By accessing or using the Platform, you acknowledge that you have read, understood, and agree to be bound by these Terms, our Privacy Policy, and any other policies referenced herein. If you do not agree to these Terms, you may not use the Platform.

1. Definitions

- **"Campster" / "We" / "Us" / "Our":** Refers to Campster (Pty) Ltd.
- **"Platform":** Refers to the Campster website and online booking system for campsites.
- **"User" / "You":** Refers to any individual or entity accessing or using the Platform, including campers/guests and campsite owners/operators.
- **"Campsite":** Refers to any camping or accommodation facility listed on the Platform by a Campsite Owner.
- **"Campsite Owner":** Refers to the individual or entity that owns, operates, or manages a Campsite listed on the Platform.
- **"Booking":** A confirmed reservation for a Campsite made through the Platform.
- **"Personal Information":** Information as defined by the Protection of Personal Information Act, 2013 (POPIA).

2. Acceptance of Terms

2.1. By registering an account, making a booking, listing a Campsite, or otherwise using the Platform, you agree to comply with and be legally bound by these Terms, whether or not you become a registered user of the Services.

2.2. These Terms constitute a binding legal agreement between you and Campster.

3. Campster's Role

3.1. Campster acts solely as an online booking platform that facilitates the connection between individuals seeking to book campsites ("Users") and individuals or entities offering campsites for booking ("Campsite Owners").

3.2. Campster is an independent third-party and is not directly involved in the provision of camping services. We do not own, manage, or operate any Campsites.

3.3. Campster is not a party to any agreement entered into directly between Users and Campsite Owners. We are not responsible for the performance or non-performance of any Campsite Owner or User, nor for the quality, safety, or legality of any Campsite listings.

4. Booking and Payment

4.1. Booking Process: * To make a Booking, Users must select a Campsite, desired dates, and provide all necessary information as prompted by the Platform. * All Bookings are subject to the Campsite Owner's specific terms and conditions, availability, and acceptance.

4.2. Pricing and Payment: * Prices for Campsites are set by the Campsite Owners and displayed on the Platform in South African Rand (ZAR). * Campster may charge a service fee for facilitating bookings, which will be clearly displayed before you confirm your Booking. * Payment for Bookings will be processed securely through our designated payment gateway. By confirming a Booking, you authorise Campster (or its payment processor) to charge your selected payment method for the total amount due, including the Campsite fee, Campster service fee, and any applicable taxes.

4.3. Confirmation: * A Booking is only confirmed once full payment has been received and you have received a Booking confirmation email from Campster.

4.4. Cancellations, Refunds, and Amendments: * Cancellation policies are set by individual Campsite Owners and will be clearly stated on the Campsite's listing page. Users are advised to review these policies carefully before making a Booking. * Any refunds, if applicable, will be processed according to the Campsite Owner's cancellation policy and Campster's refund policy. Campster's service fee is generally non-refundable. * Amendment requests (e.g., date changes, guest count changes) are subject to the Campsite Owner's discretion and availability, and may incur additional charges. * In the event of a dispute regarding cancellations or refunds, Campster will mediate to the best of its ability but is not ultimately responsible for the Campsite Owner's policies or actions.

5. User Responsibilities

5.1. Account Creation: * To make Bookings, you may be required to register an account. You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete. * You are responsible for maintaining the confidentiality of your account password and for all activities that occur under your account. You agree to notify Campster immediately of any unauthorised use of your account.

5.2. Accurate Information: * You warrant that all information provided to Campster and Campsite Owners, including but not limited to personal details, payment information, and booking details, is true, accurate, and complete.

5.3. Lawful Use: * You agree to use the Platform only for lawful purposes and in a manner that does not infringe the rights of, or restrict or inhibit the use and enjoyment of this Platform by any third party. * You must not use the Platform for any fraudulent or illegal activity.

5.4. Campsite Conduct: * Users are responsible for their conduct at Campsites and must comply with the Campsite Owner's rules, policies, and applicable laws and regulations. * Users are liable for any damages caused to the Campsite or its property during their stay.

6. Campsite Owner Responsibilities

6.1. Accuracy of Listings: * Campsite Owners warrant that all information provided for their Campsite listings (including descriptions, prices, availability, photos, and amenities) is accurate, complete, and not misleading.

6.2. Compliance: * Campsite Owners warrant that their Campsites comply with all applicable local, provincial, and national laws, regulations, and permits related to operating a camping or accommodation facility in South Africa. * Campsite Owners must honor all confirmed Bookings made through the Platform.

7. Disclaimers and Limitation of Liability

7.1. No Warranty: The Platform and its content are provided on an "as is" and "as available" basis without any warranties of any kind, either express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

7.2. Intermediary Role: Campster's role is solely to facilitate bookings. We do not endorse any Campsite or Campsite Owner. Any issues arising from the booking or stay at a Campsite (e.g., quality of facilities, safety, disputes with Campsite Owners) are solely between the User and the Campsite Owner.

7.3. Limitation of Liability: To the fullest extent permitted by law, Campster, its directors, employees, partners, agents, suppliers, or affiliates, shall not be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from: * your access to or use of or inability to access or use the Platform; * any conduct or content of any third party on the Platform; * any content obtained from the Platform; and * unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

7.4. Force Majeure: Campster shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Campster's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation (including "line-noise" interference).

8. Intellectual Property

8.1. All content on the Platform, including text, graphics, logos, images, software, and the compilation thereof, is the property of Campster or its content suppliers and protected by South African and international copyright laws.

8.2. You may not reproduce, duplicate, copy, sell, resell, or exploit any portion of the Platform without express written permission from Campster.

9. Privacy and Data Protection (POPIA)

9.1. Compliance with POPIA: Campster is committed to protecting your privacy and Personal Information in accordance with the Protection of Personal Information Act, 2013 (POPIA), and other applicable data protection laws in South Africa.

9.2. Collection of Personal Information: * We collect Personal Information necessary for the provision of our services, including but not limited to: * **For Users:** Names, contact details (email address, phone number), payment information, booking history, and any other information voluntarily provided. * **For Campsite Owners:** Business details, contact persons, banking information, Campsite details, and any other information required for listing. * This information is collected directly from you when you register, make a booking, or list a Campsite.

9.3. Use of Personal Information: * Your Personal Information is processed for specific, explicitly defined, and lawful purposes, including: * Facilitating bookings and payments. * Communicating with you regarding your bookings, account, or Platform updates. * Improving and personalising your experience on the Platform. * Ensuring the security and integrity of our Platform. * Complying with legal obligations. * Marketing and promotional activities (with your consent, where required).

9.4. Disclosure of Personal Information: * We will only disclose your Personal Information to third parties where necessary for the purposes for which it was collected (e.g., sharing User booking details with Campsite Owners, sharing payment information with payment processors). * We will ensure that such third parties are also bound by appropriate confidentiality and data protection obligations. * We may also disclose information if required by law or a court order.

9.5. Storage and Security: * Your Personal Information is stored on secure servers within South Africa or in countries offering an adequate level of data protection. * We implement appropriate technical and organisational measures to protect your Personal Information against unauthorised access, alteration, disclosure, or destruction.

9.6. Your Rights under POPIA: As a data subject, you have the right to: * Access your Personal Information held by us. * Request correction or deletion of your Personal Information. * Object to the processing of your Personal Information. * Request the restriction of processing of your Personal Information. * Complain to the Information Regulator. * Withdraw your consent at any time (where consent is the basis for processing).

9.7. Cookies: The Platform may use cookies to enhance your browsing experience. By using the Platform, you consent to the use of cookies in accordance with our Cookie Policy (which forms part of our Privacy Policy).

9.8. For more detailed information on how we collect, use, and protect your Personal Information, please refer to our dedicated [Privacy Policy](#).

10. Governing Law and Jurisdiction

10.1. These Terms shall be governed by and construed in accordance with the laws of the Republic of South Africa.

10.2. You agree to the exclusive jurisdiction of the High Court of South Africa for any disputes arising from or in connection with these Terms or your use of the Platform.

11. Dispute Resolution

11.1. In the event of any dispute arising out of or in connection with these Terms, or your use of the Platform, the parties shall first attempt to resolve the dispute amicably through good faith negotiations.

11.2. If the dispute cannot be resolved through negotiation within thirty (30) days, either party may elect to refer the dispute to mediation in accordance with the rules of a recognised mediation body in South Africa.

12. Consumer Protection Act (CPA)

12.1. These Terms are subject to the provisions of the Consumer Protection Act, 68 of 2008 ("CPA"), where applicable. Nothing in these Terms is intended to limit any rights you may have under the CPA that cannot be limited by agreement.

13. Changes to Terms

13.1. Campster reserves the right, at its sole discretion, to modify or replace these Terms at any time. If a revision is material, we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

13.2. By continuing to access or use our Platform after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorised to use the Platform.

14. Contact Information

If you have any questions about these Terms, please contact us at:

Campster (Pty) Ltd Email: info@campster.co.za