

## **General Terms and Conditions:**

### **1. Introduction**

- 1.1. Hi5 TANDEM PARAGLIDING Cape Town ("*Hi5 TANDEM PARAGLIDING*") is a tandem paragliding company that provides tandem paragliding flights ("*flights*") and is a member of the South African Hang Gliding and Paragliding Association ("*SAHPA*").
- 1.2. These Terms and Conditions apply to your use of *Hi5 TANDEM PARAGLIDING*'s services and you ("*Client/Student*") expressly accept all terms and conditions contained herein in full.
- 1.3. No booking can be taken as confirmed unless confirmation from *Hi5 TANDEM PARAGLIDING* has been received by you. **PLEASE CALL US TWO HOURS BEFORE YOUR FLIGHT** to confirm that conditions are safe for flying and to confirm where to meet.
- 1.4. The direction of the wind on the day will determine whether flights will take place from Lions Head, Signal Hill or any other SAPHA approved site.
- 1.5. *Hi5 TANDEM PARAGLIDING* reserves the right not to accept or process a booking(s) for any reason.
- 1.6. Bookings shall be deemed to have been concluded in Cape Town, South Africa and shall be interpreted according to the laws of the Republic of South Africa.

### **2. Weather**

- 2.1. Paragliding is a sport that is completely weather dependant. Therefore, flights may be delayed, postponed, rescheduled, or cancelled due to unsafe weather conditions and at the sole discretion of *Hi5 TANDEM PARAGLIDING*, its owners and management.
- 2.2. *Hi5 TANDEM PARAGLIDING* may arrange for transfers to and from the launch site.

- 2.3. If *Hi5 TANDEM PARAGLIDING* arranges the transfer and the transfer commences on the day of the flight, but weather cancels the activity, the Students(s) shall still be responsible for the cost of the transfer.
- 2.4. If Students/s make a booking for 2 (two) people or more, *Hi5 TANDEM PARAGLIDING* has the right to fly Student/s at different times and in more than one round.

### **3. Weight limit**

- 3.1 Minimum Student/s weight is 25 kg. Maximum Student/s weight is 120 kg.
- 3.2 Should the student/s be close to the minimum and maximum weight limits, the Pilot discretion as well as weather conditions on the day, will determine whether those Student/s will be able to fly.

### **4. Fitness and Health**

- 4.1 The Students(s) agrees that to participate in a flight he/she may require a measure of physical fitness and have no medical conditions that may put either the Students(s), *Hi5 TANDEM PARAGLIDING* or the instructor at risk.
- 4.2 It is the Students(s) obligation to ensure that he/she is medically fit to embark on the flight.
- 4.3 Student/s are also requested to declare at time of booking if they have any medical conditions and may need to seek medical advice before securing a booking.
- 4.4 *Hi5 TANDEM PARAGLIDING* is able to fly disabled guests based on their doctors recommendation. *Hi5 TANDEM PARAGLIDING* will need written confirmation from the relevant doctor/s stating that such Student/s is fit to fly.

## 5. Participation of Minors:

- 5.1 Students(s) below the age of 18 require parental consent in the form of an indemnity form signed by the parent/legal guardian before participating in a flight.
- 5.2 *Hi5 TANDEM PARAGLIDING* has the right to refuse participation and/or cancel any flight should this not be complied with.

## 6. Pricing & Payments:

- 6.1 Prices may be subject to change without prior notice.
- 6.2 All payments to be paid no later than immediately after the flight.
- 6.3 *Hi5 TANDEM PARAGLIDING* recommends that all payments be made on the day, as paragliding is very weather dependent, and refunds could take up to two weeks to process. **Please note that a 5% admin fee applies to refunds.**
- 6.4 Should you be entitled to a refund, *Hi5 TANDEM PARAGLIDING* will try to refund you via your preferred method of payment, but if *Hi5 TANDEM PARAGLIDING* is unable to do so, the refund will be made via EFT payment and will be subject to the 5% admin fee.
- 6.5 No refunds will be made to international bank accounts. In the event that *Hi5 TANDEM PARAGLIDING* does refund an international bank account for any reason, all bank charges and associated costs of the refund will be borne by the Students/s.

## 7. Indemnity:

- 7.1 All Students(s) participate in flights at their own risk.
- 7.2 All Students(s) must sign the SAHPA indemnity form upon arrival at the SAHPA approved site.
- 7.3 No Students(s) will be allowed to commence a flight without having signed the above mentioned indemnity form.

7.4 By booking your flight with *Hi5 TANDEM PARAGLIDING* you agree to indemnify, defend, and hold harmless *Hi5 TANDEM PARAGLIDING*, its affiliates, directors, employees, agents, management from any and all claims, liability, damages and/or costs (including without limitation legal fees).

## **8. Liability**

8.1 Student/s are required to follow *Hi5 TANDEM PARAGLIDING* instructor's directions at all times. Disregarding instructions may result in physical injuries.

8.2 Although every precaution is taken to ensure Students(s) safety. Neither *Hi5 TANDEM PARAGLIDING* nor its' partners, affiliates, directors, employees, agents, or management shall be liable under any circumstances whatsoever for any injury, loss, damage or death arising from any cause whatsoever during the period of the flight (including travel to and from the launch site) whether caused by negligence or otherwise.

## **9. Damage to Property:**

9.1 The Students(s) will be held responsible for the repair or replacement of any damaged *Hi5 TANDEM PARAGLIDING* property and/or equipment, where such damage was caused by the Students negligence.

9.2 *Hi5 TANDEM PARAGLIDING* will not be responsible for any loss or damage caused to any property belonging to the Students(s).

## **10. Cancellations:**

10.1 Bookings cancelled less than 24 hours before the flight departure date will incur a cancellation fee equal to the full amount quoted for the flight (100% cancellation fee).

10.2 If a Students(s) does not show up on the arranged day/time the Students(s) will be liable for full payment of the flight and will not receive any refund.

10.3 *Hi5 TANDEM PARAGLIDING* reserves the right to cancel any flight without prior notice.

## **11. Gift Vouchers and Tickets**

- 11.1 All Tickets purchased are valid for 90 (ninety) days from date of issue.
- 11.2 All Gift vouchers purchased are valid for 1 (one) year from date of issue.
- 11.3 All tickets and Gift vouchers are transferable (the date of validity as per clause 11.1 and 11.2 will still apply).
- 11.4 Tickets/Gift Vouchers are not refundable.
- 11.5 Tickets and Gift vouchers cannot be exchanged for cash.
- 11.6 In the event of short notice cancellation (cancellations 12hrs prior to booked date/time), Tickets and Gift vouchers will be voided.
- 11.7 If the Ticket/Gift Voucher has expired, *Hi5 TANDEM PARAGLIDING* may consider allowing its use at an additional fee.
- 11.8 Tickets that are older than 6 (six) months will not be accepted and vouchers older than 2 (two) year will not be accepted.

## **12. Group Bookings**

- 12.1 Group booking of 4 (four) or more people require a booking deposit that is equivalent to a Student/s flight amount.
- 12.2 Should weather conditions not allow a group booking to take place on the day, the Student/s will be entitled to a full refund. However, should the Student/s not want a refund they shall have a period of 30 (thirty) days to book another flight with *Hi5 TANDEM PARAGLIDING*. *If the 30 (thirty) day period lapses and they have not booked a flight, their refund will be processed by Hi5 TANDEM PARAGLIDING.*

### **13. Privacy**

13.1 *Hi5 TANDEM PARAGLIDING* takes the privacy and the protection of personal information of its Students/s very seriously. *Hi5 TANDEM PARAGLIDING* may process information about you and or/your Students/s in accordance with our Privacy Policy, which is available on our website ([Hi5 Paragliding POPI](#)) and which forms part of this Agreement.

### **14. Contact information**

14.1 *Hi5 TANDEM PARAGLIDING* can be contacted via:

[+27 \(0\)72 263 3817](tel:+270722633817)  
or at [hi5paragliding.co.za](http://hi5paragliding.co.za)