

## **General Terms and Conditions:**

### **1. Introduction**

- 1.1. Hi5 PARAGLIDING SCHOOL ("*Hi5 PARAGLIDING*") is a paragliding school that provides paragliding training ("*training*") and is a Declared Training Organisation (DTO) recognised by the South African Civil Aviation Authority (SACAA).
- 1.2. These Terms and Conditions apply to your use of *Hi5 PARAGLIDING*'s services and you ("*Student*") expressly accept all terms and conditions contained herein in full.
- 1.3. No booking can be taken as confirmed unless confirmation from *Hi5 PARAGLIDING* has been received by you. **PLEASE CALL US TWO HOURS BEFORE YOUR TRAINING FLIGHT** to confirm that conditions are safe for training and to confirm where to meet.
- 1.4. The direction of the wind on the day will determine whether training flights will take place from Lions Head, Signal Hill or any other SAPHA approved site.
- 1.5. *Hi5 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 weather dependant. Therefore, training may be delayed, postponed, rescheduled, or cancelled due to unsafe weather conditions and at the sole discretion of *Hi5 PARAGLIDING*, its owners and management.
- 2.2. If Student/s make a booking for 2 (two) people or more, *Hi5 PARAGLIDING* has the right to fly Student/s at different times and in more than one round as required.

### **3. Age & Weight limit**

- 3.1 Minimum Student/s age is 15 years old.
- 3.2 Maximum Student/s weight is 115 kg.

### **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 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 training 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 PARAGLIDING is not able to fly any students(s) with disabilities or students(s) that are not able to walk and/or run by themselves for the take-off and landing.*

### **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 training flight. No persons under the age of 15 are allowed to participate in paragliding training with Hi5 PARAGLIDING.
- 5.2 *Hi5 PARAGLIDING* has the right to refuse participation and/or cancel any training should this not be complied with.

## 6. Pricing & Payments:

- 6.1 Prices may be subject to change without prior notice.
- 6.2 A booking deposit of R300.00pp required on booking.
- 6.3 Outstanding payments to be made on arrival.
- 6.4 Should weather conditions not allow training to take place on the day, the Students will be entitled to a full refund or to reschedule to another date. Refunds could take up to two weeks depending on the institution.
- 6.5 Should you be entitled to a refund, *Hi5 PARAGLIDING* will try to refund you via your preferred method of payment, but if *Hi5 PARAGLIDING* is unable to do so for whatever reason, the refund will be made via EFT payment and will be subject to the 5% admin fee.
- 6.6 No refunds will be made to international bank accounts. We advise our overseas student/-s to make payments via our card facilities. In the event that *Hi5 PARAGLIDING* does refund an international bank account for any reason, all bank charges and associated costs of the refund will be shared between *Hi5 PARAGLIDING* and the students/s.

## 7. Indemnity:

- 7.1 All Students(s) participate in training at their own risk.
- 7.2 All Students(s) are required to sign the SAHPA Student Sign-Up Document/Indemnity form before commencing with training.
- 7.3 All Students(s) are required to sign the Hi5 PARAGLIDING Indemnity/Student Sign-Up form before commencing with training.
- 7.4 No Students(s) will be allowed to commence training without having signed the above mentioned forms.
- 7.5 By booking your training with *Hi5 PARAGLIDING* you agree to indemnify, defend, and hold harmless *Hi5 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 PARAGLIDING* instructor's Instruction at all times. Disregarding instructions may result in physical injuries.
- 8.2 Although every precaution is taken to ensure the Student(s) safety, neither *Hi5 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 training (including travel to and from the launch site) whether caused by negligence or otherwise.

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

- 9.1 The Student(s) will be held responsible for the repair or replacement of any damaged *Hi5 PARAGLIDING property and/or equipment, where such damage was caused by the Student(s) negligence.*
- 9.2 *Hi5 PARAGLIDING will not be responsible for any loss or damage caused to any property belonging to the Student(s).*

## **10. Cancellations:**

- 10.1 Bookings cancelled less than 24 hours before the agreed training date & time will incur a cancellation fee equal to the full amount quoted for the training ( 100% cancellation fee).
- 10.2 If a Student(s) does not show up on the arranged day/time the Student(s) will be liable for full payment of the training course booked and will not receive a refund.
- 10.3 *Hi5 PARAGLIDING* reserves the right to cancel any training without prior notice for what so ever reason.

## 11. Gift Vouchers

- 11.1 All Gift vouchers purchased are valid for 1 (one) year from date of issue.
- 11.2 All Gift vouchers are transferable between student(s) (the date of validity as per clause 11.1).
- 11.3 Gift Vouchers are not refundable.
- 11.4 Gift vouchers cannot be exchanged for cash.
- 11.5 In the event of short notice cancellation (cancellations 12hrs prior to booked date/time), Gift vouchers will be voided.
- 11.6 Gift Vouchers older than 1 (one) year will not be accepted.
- 11.7 All Gift Vouchers are issued purely for the sake of paragliding training.

## 12. Instructional Photos & Videos

- 12.1 Instructional Photo's & Videos during you training are available on request. Please note we offer this as an Instructional Aid for student(s) to review their training.

## 13. Privacy

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

## 14. Contact information

- 14.1 *Hi5 PARAGLIDING* can be contacted via:  
[+27\(0\) 82 825 1111](tel:+270828251111) or at [hi5paragliding.co.za](http://hi5paragliding.co.za)