

BOOKING TERMS & CONDITIONS

*The following terms and conditions together with the general information contained on this website (**Terms and Conditions**) will form the basis of your contract with **Path and Peak Adventures (Operator)** and will apply to all bookings via this website.*

EXCLUSION OF LIABILITY

The Operator makes all arrangements on the condition that it shall not be liable for any sickness, injury, damage, loss, accident, delay or irregularity which may be occasioned, either directly or indirectly, by reason of any defect in any vehicle, vessel or aircraft, by weather, by any other cause, or through acts of default of a company or person engaged in conveying the passengers, or in carrying out arrangements for these activities. **We strongly recommend that you purchase travel insurance prior to your trip.**

By participating in this activity, you are expressly assuming those risks and responsibilities and are, to the maximum extent permitted by law releasing the Operator, its officers, employees, directors, agents and any other person associated with us, from any liability, claims, loss, damages or expenses (whatsoever and irrespective of whether direct, indirect or consequential) caused by any event including but not limited to: personal injury or death; property loss or damage; acts which may be construed as negligible or accidental; any other loss, damage, suffering, emotional or nervous disorder suffered by you or any other person in relation to this activity booked on or via this website. You accept that you have been advised to obtain adequate travel insurance for all persons named on the booking.

In participating in the activity, the customer agrees to be bound by the following conditions:

- My successors, executors and administrators are bound by the Terms and Conditions;
- I agree not to commence any litigation proceedings in any country in relation to the risks and liabilities set out above and to indemnify the Operator against any claims;
- I confirm and warrant I am physically fit and suffer no medical conditions, which may affect my ability to participate in the activity;
- I consent to receive medical treatment in the case of injury, accident or illness during the activity and to indemnify the Operator against any claims, costs or expenses in respect of the treatment;
- I agree that any film, sound, video or other recordings taken of or during the activity will not be used in any production, or advertising without prior consent of the Operator, however the Operator may use such recordings itself at its complete discretion without any prior approval and,
- I agree to listen to my driver/guide/host, follow their instructions and make sure any children in my care do the same.

Furthermore, the Operator will not be responsible for any personal injury and/or property damage caused by you and any costs for such injury/damage will be your responsibility. You shall indemnify the Operator in relation to such costs.

PAYMENTS

Payment may be made via Visa or MasterCard, or by bank transfer into the Path and Peak Adventures bank account. In case of 'morning of bookings', cash payment may be deemed appropriate contingent on The Operators approval.

CANCELLATIONS AND REFUNDS

Cancellation fees for all hikes are charged on the following basis per person:

- Outside 72 hours prior to hike departure: no fee,
- Outside 24 hours prior to hike departure: 50% or
- Within 24 hours prior to hike departure: 100% of full fare.

The date and customer name, for which the walk has been booked, once confirmed by the Operator providing the services and activities described, is non-transferable.

These cancellation fees are not negotiable, therefore we strongly recommend that you purchase travel insurance.

OPERATOR CANCELLATIONS

The Operator reserves the right to alter, amend or cancel any trip should weather or any other circumstance necessitate this. Once the hike has departed from the beginning point, no portion of the payment is refundable in the event of an individual or group being unable to proceed further on the track, for whatever reason.

DIETARY REQUIREMENTS

Whilst we try to accommodate most notified special dietary requirements, we cannot always 100% guarantee this. Please ensure provisions are made in the instance of highly unusual dietary requirements.

CHANGES TO TERMS AND CONDITIONS

The Operator reserves the right to change these Terms and Conditions at any time without notifying customers. Any future bookings you may make will be made subject to the Terms and Conditions which apply at the time a booking is made and you are advised to read all the Terms and Conditions carefully on each occasion prior to making a booking.

GOVERNING LAW

This website and all component parts, including these Terms and Conditions are governed exclusively by the laws of South Africa and you agree to submit to the exclusive jurisdiction of the South Africa.