

GO HIKING SA

TERMS & CONDITIONS

These Terms and Conditions apply to all hikes, tours, activities, events, camps, overnight trips and other outdoor experiences organised, promoted or operated by **Go Hiking SA** (“Go Hiking SA”, “we”, “us” or “our”).

By making a booking or payment, the participant (“you”, “your” or “hiker”) confirms that they have read, understood and accepted these Terms and Conditions.

1. BOOKINGS

1.1 All bookings must be made through the booking method specified by Go Hiking SA.

1.2 A booking is only confirmed once payment, or the required deposit, has been received and confirmation has been issued by Go Hiking SA.

1.3 Places on hikes and events may be limited. A place is not guaranteed until payment has been received.

1.4 Bookings are generally non-transferable unless Go Hiking SA has agreed otherwise in writing.

1.5 Participants must provide accurate information when booking, including their name, contact details and any information reasonably required for the safe operation of the activity.

2. PAYMENT

2.1 Full payment or the required deposit must be made by the date specified by Go Hiking SA.

2.2 Where a deposit is accepted, the balance must be paid by the stated deadline.

2.3 Failure to pay the balance by the required date may result in the booking being cancelled and the place being released.

2.4 Go Hiking SA reserves the right to refuse participation where the required payment has not been received.

3. CANCELLATION BY THE HIKER AND REFUND POLICY

Go Hiking SA understands that circumstances can change. However, hiking events involve advance planning and costs, including permits, accommodation, meals, guides, transport, venue fees and other arrangements that may be committed to in advance.

For this reason, our cancellation policy is as follows:

3.1 Cancellation with sufficient notice

Where a hiker cancels sufficiently in advance, Go Hiking SA may provide a refund, less any non-refundable costs already incurred and/or a reasonable cancellation charge.

The applicable cancellation terms may vary according to the particular event and will be communicated at the time of booking.

3.2 Late cancellation

Cancellations made shortly before the scheduled activity may result in the booking payment being forfeited in whole or in part.

Cancellations made within 48 hours of the scheduled start time are not eligible for a refund, unless Go Hiking SA agrees otherwise in writing or applicable law requires otherwise.

This is because, at that stage, Go Hiking SA may be unable to fill the vacated place and may already have incurred costs relating to the participant.

3.3 No-show

A participant who does not arrive for the hike or event without having cancelled in advance is considered a **no-show**.

No-shows are not eligible for a refund.

This includes situations where a participant:

- forgets about the booking;
- arrives too late to join the group;
- cannot find the meeting point;
- misses the departure time;
- decides not to attend on the day;
- is unable to attend for personal reasons without giving sufficient notice.

3.4 Late arrival

Hikes generally operate according to a fixed schedule.

If a participant arrives after the group has departed, the guide may not be able to delay or alter the hike.

A participant who misses the departure as a result of arriving late will generally be treated as a no-show and **will not be entitled to a refund**.

3.5 Medical or personal circumstances

Go Hiking SA may consider refund requests arising from serious unforeseen circumstances on a case-by-case basis.

Any refund or credit offered in such circumstances is at the discretion of Go Hiking SA, subject to applicable law.

Where applicable, participants are encouraged to have suitable travel or activity cancellation insurance.

3.6 Death or hospitalisation

Where applicable law provides a specific cancellation or refund right, those rights will apply.

Nothing in these Terms and Conditions is intended to exclude or limit a consumer's rights under applicable South African law.

4. TRANSFER OF A BOOKING

4.1 Where a participant cannot attend, Go Hiking SA may, at its discretion, allow the booking to be transferred to another person.

4.2 Any replacement participant must meet all applicable requirements for the activity.

4.3 The original participant remains responsible for ensuring that Go Hiking SA receives the replacement participant's details before the applicable deadline.

4.4 A booking cannot be transferred without Go Hiking SA's prior approval.

4.5 Certain bookings, accommodation arrangements, permits or special events may not be transferable.

5. CANCELLATION OR CHANGES BY GO HIKING SA

5.1 Go Hiking SA reserves the right to cancel, postpone, modify or alter an activity where reasonably necessary.

Reasons may include:

- dangerous weather conditions;
- flooding;
- veld fires;
- unsafe trail conditions;
- closure of a reserve or venue;
- security concerns;
- insufficient bookings;
- circumstances beyond Go Hiking SA's reasonable control;
- illness or unavailability of a guide;
- government or authority restrictions;
- any other circumstance where proceeding would create an unacceptable risk to participants or guides.

5.2 The safety of participants and guides takes priority over the planned itinerary.

5.3 Where Go Hiking SA cancels an activity before it starts, Go Hiking SA will communicate the available options to affected participants.

5.4 Depending on the circumstances, these options may include:

- transfer to another date;
- credit towards another Go Hiking SA activity; or
- refund of amounts paid for the cancelled activity.

5.5 Refunds will not necessarily include expenses incurred independently by the participant, such as travel, accommodation, fuel, flights or other personal expenses.

6. WEATHER

6.1 Hiking takes place in an outdoor environment and weather conditions can change rapidly.

6.2 The guide may change the route, shorten the hike, delay the start or cancel the activity if weather or trail conditions create a safety concern.

6.3 Participants acknowledge that weather conditions are part of the nature of outdoor activities.

6.4 Participants should arrive appropriately prepared for the weather conditions communicated by Go Hiking SA.

7. FITNESS AND HEALTH

7.1 Participants are responsible for determining whether they are physically capable of participating in the selected activity.

7.2 Hiking can involve:

- uneven terrain;
- steep inclines and declines;
- rocks;
- slippery surfaces;
- heat;
- cold;
- exposure to the elements;
- insects and wildlife;
- altitude;
- physical exertion.

7.3 Participants must inform Go Hiking SA or the guide of any relevant medical condition, allergy, injury, medication or other circumstance that may reasonably affect their ability to participate safely.

7.4 Participants should not participate if they are unwell, injured or otherwise medically unfit to do so.

7.5 Where a guide reasonably believes that continuing with a participant would create a significant safety risk, the guide may require that participant to stop or leave the activity.

8. PARTICIPANT RESPONSIBILITY

Participants are expected to:

- follow the instructions of the guide;

- remain with the group unless instructed otherwise;
 - stay on designated routes where applicable;
 - behave responsibly;
 - respect other hikers;
 - respect landowners, reserves and venues;
 - respect wildlife and the natural environment;
 - carry the equipment recommended for the particular hike;
 - arrive on time;
 - notify the guide if they are experiencing difficulty;
 - not participate while under the influence of alcohol or recreational drugs;
 - take reasonable responsibility for their own safety.
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9. ALCOHOL AND INTOXICATION

Participants may not participate in a hike while intoxicated.

The guide may refuse participation or remove a participant from an activity where the participant's condition or behaviour presents a safety risk to themselves or others.

No refund will be payable where a participant is refused participation because they are intoxicated or behaving in a manner that creates a safety risk.

10. CHILDREN AND MINORS

10.1 Where children or persons under 18 participate, the applicable parental/guardian consent requirements must be completed.

10.2 Parents or legal guardians remain responsible for ensuring that the child is appropriately prepared for the activity.

10.3 Go Hiking SA may specify minimum age requirements for individual hikes.

10.4 The guide may refuse participation where the guide reasonably believes that the activity is unsuitable or unsafe for the child.

11. EQUIPMENT

11.1 Participants are responsible for bringing the equipment specified for the activity.

Depending on the hike, this may include:

- suitable hiking shoes;
- water;
- food;
- sun protection;
- rain protection;
- warm clothing;
- backpack;
- personal medication;
- headlamp/torch;
- first-aid or emergency equipment where advised.

11.2 Go Hiking SA may refuse participation where a participant does not have essential safety equipment required for the activity.

11.3 Participants are responsible for their personal belongings.

12. WILDLIFE AND NATURAL ENVIRONMENT

12.1 Hiking takes place in natural environments where participants may encounter wildlife, insects, plants, water, steep terrain and other natural hazards.

12.2 Participants must follow all instructions regarding wildlife and environmental safety.

12.3 Participants must not approach, feed, chase, touch or deliberately disturb wildlife.

12.4 Participants must comply with the rules of the reserve, property owner or venue where the activity takes place.

13. SAFETY AND EMERGENCY PROCEDURES

13.1 Go Hiking SA and its guides will take reasonable steps to manage foreseeable risks associated with the activity.

13.2 Participants acknowledge that outdoor activities carry inherent risks that cannot always be eliminated.

13.3 In an emergency, the guide may take reasonable action considered necessary to protect the participant or the group.

13.4 Participants agree to follow reasonable emergency instructions from the guide.

13.5 Emergency evacuation, rescue, medical or transport arrangements may be subject to circumstances beyond the control of Go Hiking SA.

14. PERSONAL INFORMATION

14.1 Go Hiking SA may collect personal information necessary to administer bookings and operate activities safely.

14.2 Personal information will be handled in accordance with applicable South African privacy legislation.

14.3 Emergency and medical information may be shared with appropriate personnel where reasonably necessary to protect the participant's health or safety.

15. PHOTOGRAPHY AND SOCIAL MEDIA

15.1 Go Hiking SA may take photographs or videos during activities for promotional purposes.

15.2 Participants who do not wish to appear in promotional photographs or videos should notify Go Hiking SA before the activity.

15.3 Go Hiking SA will make reasonable efforts to respect such requests.

16. PERSONAL BELONGINGS

16.1 Participants are responsible for their own belongings.

16.2 Go Hiking SA does not accept responsibility for loss, theft or damage to personal belongings except where such responsibility cannot lawfully be excluded or limited.

16.3 Participants are advised not to bring unnecessary valuables on hikes.

17. LIABILITY

17.1 Go Hiking SA will take reasonable measures to provide its activities with appropriate care and skill.

17.2 Participants acknowledge that hiking and outdoor activities involve inherent risks, including but not limited to falls, slips, injuries, adverse weather, wildlife encounters, dehydration, exhaustion and other risks associated with natural environments.

17.3 Nothing in these Terms and Conditions is intended to exclude or limit any liability that cannot lawfully be excluded or limited under South African law.

17.4 Participants remain responsible for following safety instructions and acting reasonably and responsibly during the activity.

18. GUIDES

18.1 Go Hiking SA guides are responsible for managing the hike and making reasonable safety decisions.

18.2 Participants must respect the authority of the guide regarding route selection, pace, rest stops, weather decisions, group management and emergency procedures.

18.3 A guide may modify or terminate a participant's participation where reasonably necessary for safety.

19. COMPLAINTS

19.1 Any complaint relating to a Go Hiking SA activity should be communicated to Go Hiking SA as soon as reasonably possible.

19.2 Complaints should preferably be submitted in writing and should include:

- participant's name;
- date of activity;
- name of activity;
- details of the concern;
- any supporting information.

19.3 Go Hiking SA will consider complaints fairly and reasonably.

20. REFUND PROCESS

20.1 Where a refund is approved, Go Hiking SA will process the refund using the original payment method where reasonably possible.

20.2 Refunds may take a reasonable period to reflect in the participant's account, depending on the payment provider or financial institution.

20.3 Any refund will be subject to the cancellation terms applicable to the particular booking.

20.4 A refund will not be payable where the participant is a no-show or cancels within the applicable late-cancellation period, except where a refund is required by law or Go Hiking SA agrees otherwise.

21. CHANGES TO AN ACTIVITY

Go Hiking SA reserves the right to make reasonable changes to:

- routes;
- distances;
- meeting points;
- starting times;
- itineraries;
- accommodation;
- activities;
- venues;

where necessary for safety, operational reasons, weather or circumstances beyond our reasonable control.

Where a significant change materially affects the booking, Go Hiking SA will communicate the change to affected participants.

22. ACCEPTANCE OF THESE TERMS

By booking, paying for or participating in a Go Hiking SA activity, the participant confirms that they:

- have read these Terms and Conditions;

- understand the cancellation and refund policy;
 - understand that hiking involves inherent risks;
 - agree to follow the instructions of the guide;
 - agree to behave responsibly;
 - accept the terms applicable to their booking.
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23. CONSUMER RIGHTS

These Terms and Conditions are intended to operate in accordance with applicable South African law, including the **Consumer Protection Act 68 of 2008**, as amended.

Nothing in these Terms and Conditions is intended to remove, restrict or waive any right or protection that a consumer has under applicable law.

In particular, cancellation charges will be applied reasonably and with regard to the circumstances of the booking, including the amount of notice provided and costs or commitments incurred by Go Hiking SA.

24. CONTACT DETAILS

Go Hiking SA

Email: info@gohikingsa.co.za

WhatsApp: 082 896 8176

Website: www.gohikingsa.co.za

Address: 3 Adele Place, Hurlingham Ext 5, Sandton 2196

IMPORTANT BOOKING NOTICE

PLEASE READ BEFORE BOOKING

Your place on a Go Hiking SA hike is reserved specifically for you.

Because we commit resources and incur costs in advance, cancellations close to the event can result in the loss of your booking fee.

Cancellations within 48 hours of the hike and no-shows are not eligible for a refund, except where applicable law requires otherwise or Go Hiking SA agrees to an exception.

If you cannot attend, please contact us as soon as possible. We will always try to assist where reasonably possible.