

Booking Conditions

The Contract - 2023

Abbot Pfanner Trappist Trail

Your contract will be with TWO EAGLEZ ADVENTURES and is the sole contract between Two Eaglez and the person signing the Registration form - the "Walker" - who must be over the age of 18. The person signing the Registration form, which incorporates these booking conditions, declares that he/she is fully aware of and accepts these conditions. If you book by telephone, internet or fax you will be deemed to have read the booking conditions and are in agreement with them.

Paying a deposit

Upon registration an invoice for a deposit of **R3 500** will be sent to you which is payable to secure your place in the group. A second deposit of **R2 000** is payable **5 months** before the walk and the final payment is due **90 days** prior to the walk. If you join the walk 2 months or less before the walk, full payment will be required.

Payment of the balance

Your deposits will be treated as part payment of the total amount due. Should you cancel a **R500** admin fee is non-refundable. 90 days before the date of commencement, you will receive a Final Invoice showing the total cost of your trip and the balance owing plus any extra services booked. Payments can be made in monthly increments although this could incur extra bank charges. If the balance is not paid/received 60 days prior to the date of departure, TWO EAGLEZ shall have the right to cancel the booking without further notice, and cancellation charges will apply. If after acceptance of the booking you wish to alter the confirmed arrangements, a minimum fee of **R50** per person for each change may be charged, if such change is possible. If the alteration is less than 90 days prior to departure the cancellation charges may apply. Any changes to the original booking will not be effective until it is received in writing and agreed to in writing by TWO EAGLEZ. Because we reserve services such as rooms and hired bus, trail guides months in advance, any increases in their tariffs or additional costs imposed by our suppliers may also be charged.

Booking of Accommodation

We do not include a booking commission to the accommodation reservations and as we book rooms in advance, there might be increases in room costs after we have made the reservations. If this occurs, we will have no option but to charge extra – over and above the stated walk price - to cover these increases.

In some instances we are charged in full and no cancellations or refunds can be made. Reservations are made directly with the Missions and B&B's and deposits are required or full payment made before arrival. If you require accommodation at Mariannhill before the start of the walk, this can be arranged at the Retreat House.

Cancellation or changes to the walk

TWO EAGLEZ acts only as an agent on your behalf (the Walker) in reserving accommodation, transportation and other services. The walk may be cancelled at any time, even after you, the Walker, have departed for reasons beyond our control including reasons such as war, threats of war, civil strife, or natural disasters and so forth. TWO EAGLEZ shall have no responsibility for any such cancellation, except to refund that which has been paid to TWO EAGLEZ by you, the Walker.

TWO EAGLEZ shall have no responsibility to you, the Walker, for any inability to complete the walk by reason of travel restrictions, delays, quarantines, medical or customs regulations, delays or cancellations of or changes in itinerary or schedules of carriers, or injury to or inability of Walker.

TWO EAGLEZ reserves the right to cancel, without any obligation to refund, make alternative arrangements, or pay compensation, where the Walker fails to make payment (see "Payment of the balance") or if the Walker's behaviour brings the walk to an end. If you, the Walker, decides to leave the walk once it has commenced, for whatsoever reason, no refund will be paid. As some services such as the hired bus and driver, trail guide etc are shared by the walkers, if the required minimum number of 8 (eight) walkers is not reached, TWO EAGLEZ has the right to charge each person more or cancel the walk.

Cancellation fees are outlined below. All cancellations must be received in writing.

- ☐ If you cancel up to 120 days prior to the walk your deposits are refundable excepting for the administration deposit.
- ☐ If cancellation is received 90 days or less prior to the start of the walk (and if we are unable to fill your place) there will be a R1 500 cancellation fee.
- ☐ No refund if cancellation is received 60 days or less prior to the start of the walk unless you can find a replacement.
- ☐ If you make your reservation less than 10 days before the travel date, there is a 5% additional fee to offset our expenses.

Payments

TWO EAGLEZ accepts EFT deposits, cheque payments or money transfers. If cash deposits or bank transfers are made, you must pay all bank charges.

Insurance

Accidents can and do occur, therefore, TWO EAGLEZ strongly recommends that you carry your own health and accident insurance and agree in writing to assume responsibility for any injuries. *Medical Cover is mandatory* for all walkers and walkers are responsible for arranging their own insurance. Walkers are responsible for ensuring that they are in possession of medical cover with protection for the full duration of the walk in respect of medical expenses, injury and death. When walkers make insurance arrangements they must ensure that there are no exclusion clauses limiting protection for the type of activities included in the walk.

Liability

TWO EAGLEZ (Pty) Limited does not carry liability insurance and cannot assume any responsibility for accidents whether caused by your fault, equipment, the guide, or other persons on the trip. You hike and travel at your own risk. You will be asked to sign an Indemnity form with your Registration Form. Please be sure to read it carefully, sign it, and return it to TWO EAGLEZ.

You may not start this hike unless this form has been returned to us. Changes may not be made to the Indemnity form unless you receive prior authorization from us in writing.

TWO EAGLEZ assumes no responsibility for actions or omissions by carriers, organizers, accommodation contractor or other persons. The Walker agrees that TWO EAGLEZ shall not be liable or responsible for death, personal injury, loss or damage of any nature to the Walker or any personal property or baggage of the Walker, or for any cause that directly or indirectly relates to the walk, including transportation arrangements to and from the start, for any reason or cause whatsoever.

Documents

You must carry with you a valid ID or passport and you must provide Two Eaglez with contact details for next of kin in case of emergency.

Your responsibility

As a member of a group you have a responsibility to Two Eaglez and to other group members which include:

1. Selecting a walk appropriate to your interests and abilities
2. Being in sufficient good health and fitness to do the walk
3. Preparing for your walk by reading ALL the information on the website and material sent to you by TWO EAGLEZ especially that relating to the daily walking stages, accommodation, transport and the role of the group leader and trail guide.
4. Respecting the other members in your group, especially the group leader and trail guide, as well as the laws, customs, traditions and politics of the areas visited.

At the Group Leader's discretion, a member may be asked to leave the group if the leader feels that the person's further participation may be detrimental to other group members or to the individual.

TWO EAGLEZ was a registered as a private Company in terms of section 14 of the Companies Act 2008 of South Africa in 2018: 2018 / 365040 / 07