

## Terms and Conditions

The parties record that they are agreed as follows:

1. The business of EU Bike Tours (PTY) Ltd, (hereafter “company”) is to assist clients who wish to embark on a motorcycle tour (hereafter “tour”) in a foreign country or countries.
2. The company provides assistance to its clients in arranging a tour or tours, and acts as a facilitator as set out in Clause 5 below. It believes that as a facilitator of the tour/s its clients are able to have a pleasant and enjoyable tour with convenient arrangements for them from the time they leave their home country until their return.
3. The proposed travel and tour arrangements are made on the express condition that the company, its directors, employees and agents, shall not be responsible for, and shall be exempt from, all liability in respect of loss, damage (including loss of profits or consequential or special damages), accident, injury, illness, harm, trauma, death, delay or inconvenience (collectively, ‘Losses’) to any Client (which shall be deemed to include the heirs, executors, administrators or assigns of the Client), their luggage, or other property, wherever, whenever and however the same may occur. The client indemnifies and holds harmless or any person acting for or controlled by the company accordingly.
4. The client accepts and acknowledges that in many instances, the company makes use of third party service providers engaged in or associated with the travel and/or accommodation industries, such as airlines, hotels, motorcycle and vehicle rental suppliers, insurance providers and/or other service providers or suppliers (collectively referred to as ‘the principal’). The company represents the Principal as agents only AND ACCORDINGLY ACCEPTS NO LIABILITY for any loss, damage (including loss of profits or consequential or special damages), injury, illness, harm or death which he/she may suffer as a result of any act or omission on the part of or the failure of the Principal to fulfil their obligations, whether in relation to travel arrangements, accommodation, rental, insurance cover or otherwise. The contract in use by the Principal shall constitute the sole contract between the principal and the client and any right of recourse he/she

may have, will be solely against the principal. It is the client's responsibility to familiarise themselves with the Principal's terms and conditions.

5. The client declares that he/she understands and accepts that the company's services comprise the arranging and facilitation of all supporting facilities required by the client in order to make his/her tour an enjoyable and comfortable one. He/she furthermore acknowledges that the services of the company include the making of all necessary enquiries and bookings relative to his/her tour, devising a tour programme and supplying the client with routes and the like required by him/her and that all these services are time-consuming and require much organisation.
  
6. The client confirms that he/she is aware that the company operates as a broker/facilitator to make all necessary arrangements for and on behalf of its clients who participate in motorcycle tours away from their home country, including:
  - 6.1 Devising routes which the company suggests the client should follow in the course of his/her tour and to which reference is made in Clause 5 hereof;
  
  - 6.2 The making of booking arrangements for and on behalf of its clients at hotels and other accommodation establishments and to which reference is made in Clause 5 hereof;
  
  - 6.3 The booking of rental motorcycles and accessories with appropriate suppliers for its clients use during the course of their tour with the company;
  
  - 6.4 The provision of services and assistance which the company believes are necessary for the client to have a pleasant tour from the time he/she leaves his/her home country until his/her return.
  
7. The prices quoted on the company's website and in any correspondence with the client are based on accommodation prices at the time accommodation is to be taken up. The

client understands and accepts that accommodation establishments do sometimes have to vary their tariffs due *inter alia* to exchange rate changes and the like.

7.1 All charges payable to the company in terms of this Agreement will be paid to it by the client by electronic funds transfer unless other prior arrangements have been made between the client and the company, and recorded in writing by both parties.

8. The aforesaid total charge will be paid to the company by the client in respect of accommodation expenses and motorcycle hire. (Note: the client will contract directly with the motorcycle hire company when collecting the motorcycle) Funds deposited by the client with the company will be paid to it as follows:

8.1 On booking by the client of a tour, a deposit equivalent to 25% of the total tour price will be payable by the client and which payment will be deemed to confirm his/her acceptance of all the terms and conditions of in this Agreement;

8.2 The balance of the total price to be paid by the client to the company by within 60 (SIXTY) calendar days reckoned from the date on which the client books the tour.

9. By booking a tour, and thereby accepting the terms and conditions of this Agreement, and the client confirms that the amounts payable by him/her in terms of this Agreement are fair and reasonable both to himself/herself and the company.

10. In the event that the client should for whatsoever reason cancel his/her tour, he/she accepts that such cancellation will entail expense to the company and he/she accordingly agrees and accepts that it will be reasonable for the company to retain any deposit paid by them in terms of this Agreement.

11. The client hereby accepts that the company, after having received payment by him/her of the aforesaid deposit referred to in Clause 8.1 above, has to be in a position where it can commit to any supplier for all expenses it may have to incur in respect of the client. In this regard, the client confirms that he/she understands and accepts that failure by

the company to comply with the time periods for payment to third party suppliers as set out herein can jeopardise arrangements made by the company for all its clients and others who may be participating in the tour and can cause the company to suffer financial loss.

12. The client accepts for all purposes of this Agreement that the deposit is required to cover immediate expenses and liabilities to be incurred by the company and that for this reason he/she agrees that he/she will cover all the company's necessary expenses in connection with the services to be provided to him/her by it and that, from a practical point of view, the company will not itself derive any profit from the deposit, which shall not be repayable by the company.
13. The parties hereto record and agree that inter alia, all airfares, visas, passport costs, travel insurance and fuel required for any motorcycle hired directly by a supplier to the client, road taxes and tolls, all incidental expenses for personal items such as refreshments and additional meals, optional excursions abroad and gratuities to any service provider who the client may wish to reward will be for the account of the client, who will himself/herself attend to direct payment thereof to the creditor(s) concerned.
14. Should the client's tour have to be aborted or its duration reduced for reasons beyond the control of the company, the client shall have no claim against it and the company shall not be liable to make any refund to the client of any amounts paid by it to the company in terms of this Agreement.
15. Whilst it is the company's aim never to cancel a tour it is nevertheless obliged to reserve, as it hereby does, its right to do so: in particular, it reserves the right to cancel the client's tour bookings and any other arrangements if the client shall fail to make any payments to the company by due date.

16. The company's charges for its services and assistance are based upon the rates of exchange prevailing at the time a booking is made. The charges are, however, subject to variation if there should be an increase as a result of:

16.1 Government action;

16.2 A change in exchange rates;

16.3 Any increases in transportation costs or fuel prices.

Any increase in the total price charged by the company in respect of the tour will be notified to the client at least 8 (EIGHT) weeks prior to departure and the company will absorb such part of the surcharge as is equivalent to 2% (two percent) of the entire tour price.

17. The client understands and accepts that motorcycling is inherently dangerous, whether as a rider or pillion, and that there may well be risks, hazards and dangers to which he/she would be subjected. He/she will have to ride in road conditions which are potentially dangerous, and which may include unpaved / untarred / uneven surfaces, and which may lead to personal injury or death, and/or damage to his/her property. Furthermore, whilst on any tour with the company, there may be other risks, hazards and dangers to which the client may be subjected, and these risks are not limited to motorcycling.

The client accepts the risks involved and voluntarily assumes the risk inherent in taking part in such event/tour and together with their heirs, executors and administrators, and releases EU Bike Tours (PTY) Ltd, its directors, custodians, the events organisers, its officers, servants, agents and representatives, from any duty or care towards him/her, in connection with his/her participation in any activity, and from liability from all or any claims that could accrue to him/her or their heirs, executors and administrators arising out of his/her participation in any tour/s or in any related activities irrespective of whether such claim or claims arose through the negligence of any person, or from any of the risks, dangers or hazards inherent in an activity such as this, or of any loss of, or damage to, any property from any cause whatsoever and further indemnifies and holds harmless associated persons against any claims howsoever the same may arise.

18. The client agrees and undertakes that he/she will not carry a pillion passenger on a motorcycle in the course of and during the tour unless such passenger has, prior to commencing his/her journey signed an indemnity in the form of Annexure "A", annexed hereto, to ensure that the company will under no circumstances be liable to such passenger or any other person claiming damages from the company for whatsoever reason.

#### 19. CANCELLATION CONDITIONS

In the event of a client wishing to cancel any arrangements in connection with his/her tour, his/her cancellation must be made in writing and sent to the company by registered post and in such event:

19.1 The company will be entitled to payment by the client of cancellation fees as hereunder:

If cancelled:

- 12 weeks or more prior      Forfeiture of full deposit
- 12 to 10 weeks prior      35% of the tour fee & full deposit
- 10 to 8 weeks prior      50% of the tour fee & full deposit
- 8 to 4 weeks prior      75% of the tour fee & full deposit
- 4 weeks or less prior      100% of the tour fee & full deposit

#### 20. NO REFUNDS FOR UNUSED SERVICES

No refunds will be made in respect of any unused service for which the client may have paid and will be treated in accordance with the cancellation conditions set out in Clause 17.1 above as being within the less than 4 week time period, i.e. 100% cancellation.

#### 21. TRAVEL DOCUMENTS

Any travel documentation required or requested in connection with the tour will only be handed to the client on receipt by the company of all amounts payable to it by the client in terms of this Agreement. The client accepts that it is his/her responsibility to ensure that correct documentation has been issued to him/her and he/she agrees that

he/she will be responsible for checking all such documentation and ensuring that his/her visas, re-entry permits, passport, vaccinations, inoculations and other important documents are in order prior to departing from his/her home country. In the event that the client does not verify that all his/her documents in connection with his/her tour are correct, the company cannot accept responsibility for him/her having failed to ensure that all his/her documents are correct and in order.

## 22. TRAVEL AND MEDICAL INSURANCE

The company advises the client to take out insurance against cancellation, illness, loss of baggage, medical or personal liabilities and any other risk for which insurance would be appropriate for his/her purposes. Where the company provides travel and medical insurance as specifically listed in its packages under the heading "Inclusions", it uses the services of a third party and the client acknowledges that the company cannot be held responsible for the performance of such third party or its lack thereof.

## 23. ENTIRE CONTRACT

The client agrees and acknowledges that this is the Entire Contract, and that all the terms and conditions constitute the entire terms of the relationship between the parties. There exist no other terms, conditions, warranties, representations, guarantees, promises, undertaking or inducements of any nature whatsoever (whether verbal, written or electronic) regulating the relationship and the client acknowledges that he/she has not relied on any matter or thing stated on behalf of the company or otherwise that is not included herein.

Annexure A

**EU Bike Tours (PTY) Ltd**

\_\_\_\_\_ Tour – 2016

From \_\_\_\_/ \_\_\_\_/2016 to \_\_\_\_/ \_\_\_\_/2016

**INDEMNITY**

In seeking to Participate in the EU Bike Tours “\_\_\_\_\_ Tour  
– 2016”

From \_\_\_\_/ \_\_\_\_/2016 to \_\_\_\_/ \_\_\_\_/2016

I (full names)

\_\_\_\_\_

Residential Address

\_\_\_\_\_

\_\_\_\_\_

Do hereby warrant and acknowledge;

1. That I understand motorcycling is inherently dangerous, whether as a rider or pillion;

2. That my general health is good and there is nothing which renders me unfit to participate in the motorcycle tour;

3. That I understand and appreciate fully the fact that there may well be risks, hazards and dangers involved to which I would be subjected;

4. That I will have to ride in road conditions which are potentially dangerous, and which may include unpaved / untarred / uneven surfaces, and which may lead to personal injury or death, and / or damage to my property. I accept the risks involved and I voluntarily assume the risk inherent in taking part in such event and I, together with my heirs, executors and administrators, hereby release EU Bike Tours (PTY) Ltd, its custodians, the events organisers, its officers, servants, agents and representatives, from any duty or care towards me, in connection with my participation in any activity, and from liability from all or any claims that could accrue to me or my heirs, executors and administrators arising out of my participation in the “\_\_\_\_\_ Tour – 2016” or in any related activities irrespective of whether such claim or claims arose through the negligence of any person, or from any of the risks, dangers or hazards inherent in an activity such as this, or of any loss of, or damage to, any property from any cause whatsoever and I further indemnify and hold harmless associated persons against any claims howsoever the same may arise.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day \_\_\_\_\_ 2016

Signature \_\_\_\_\_

Print Name \_\_\_\_\_