



TERMS AND CONDITIONS:

TOUR OPERATOR:

Swartberg Biking (SB) CK 2006/131372/23, 09 Tulip Close, Falcon Street, D'Urbanvale, Durbanville 7550, RSA

TOUR BOOKING FORM

Your signature on the booking form, or the payment of any money towards Swartberg Biking (hereinafter "SB") means that you have accepted the terms and conditions as given to you via e-mail or as displayed on our website. Swartberg Biking cannot accept any Participants to join in the experience without a duly signed booking form and payment. Therefore, please read carefully through the below given information.

PRIVACY POLICY

To process and complete any booking with Swartberg Biking, we require limited personal information from each Participant. This information will be requested from you in person or via your booking agent. This personal information will be used to reserve rooms, book activities and to book rental motorcycles or vehicles. The accommodation or activity suppliers require a name and surname (only) of each Participant whereas the motorcycle rental companies require the renters address, e-mail address and phone number. To complete the motorcycle rental contract, a copy of the renter's passport and driver's license will be asked for in advance. Once this information has been shared with the respective supplier, we at Swartberg Biking will destroy any personal info of any Participant we might have on our system. This information will not be passed onto or shared with any 3rd party without your permission or as laid out in our Privacy Policy which is available on our website.

RELEASE AND WAIVER

Every Participant joining a tour operated by Swartberg Biking, is required to accept, and sign a release and waiver form before the commencement of the Tour. We also cannot accept any Tour Participant without a duly signed release and waiver form. We will provide Participants with a copy of the release and waiver forms.

RESERVATION AND DEPOSIT

A deposit of 20 % is payable when a booking is made. This will secure the Participant a place on the Tour. The rest of the outstanding Tour package fees must be paid 60 days before the Tour starts. Should we not receive the payment in full, we will accept that you have cancelled and will charge you with the stipulated cancellation fees.

MOTORCYCLE RENTAL/SAFETY DEPOSIT

SB will assist Participants in renting a motorcycle from a 3rd party (hereinafter referred to as "the rental agent"). If SB is rendering assistance in providing the motorcycles from a 3rd party rental agent, the following will be applicable:

All rental agents require a separate rental contract to be signed for the purposes of renting a motorcycle. This can either be done at their rental depot or at a handover premise or even electronically via e-mail. If done by e-mail, payment of the security deposit will be made via a secure payment link. Due to each rental agent using a different system of contracting with renters, the preferred method will be communicated in advance to prepare Participants of what to expect when taking delivery of their rental motorcycles. The type of motorcycle will depend on the booking request made by the Participant and availability thereof. The pictures of the motorcycles on our website do not always represent the exact version of the motorcycles provided. SB reserves the right to substitute the motorcycle confirmed to tour Participants and this will be communicated in advance. We strive to ensure that all Participants receive the motorcycle of choice, but unfortunately at times, certain unexpected and uncontrollable situations arise which may require the substitution of a motorcycle (mechanical failure, collision damage and theft). Should SB not be able to replace a confirmed motorcycle with the confirmed type or similar, a pro-rata refund for the difference in models will be refunded to the Participant. This constitutes the maximum liability of SB. A security deposit is payable to the rental agent at the time of hand-over of the motorcycle either when the tour starts or at the beginning of the rental period. The amount of this safety deposit is equal to the amount of the deductible amount for the motorcycle insurance excess, as specified by the rental agent and may vary from agent to agent. SB reserve the right to adjust the amount of this security deposit and deduct it without notice. This security deposit will be refunded upon return of the undamaged motorcycle to SB or the rental agent. The rental period is not interrupted due to the inability of a renter to ride or for any other reason. During the Tour, SB is not obliged to replace a damaged motorcycle.

INCLUDED IN THE TOUR PRICE

The items included in the Tour price are listed on the "included" pages on our website and Tour summary which will be sent to you either by SB or the travel/booking agent through which you booked the mentioned tour.

EXCLUDED FROM TOUR PRICE

All items not mentioned as included and all items of a personal nature. The items excluded from the tour price are listed on the "excluded" pages on our website and the tour summary.

ROOM ALLOCATION

A limited number of single rooms are available at an extra cost on a first come first serve basis, but availability cannot be guaranteed. SB will attempt to find a roommate for riders not specifying single rooms on their booking form or if requested so by the Participant or booking agent. This cannot be guaranteed.

SINGLE ROOM SUPPLEMENT

SB will provide single rooms for Participants who agree to pay the supplemental charge identified in the Tour pricing information. If Participants request a roommate and we aren't able to provide one, the Participant will be notified 30 days prior to start of trip and given the option to pay the single room supplement or cancel the booking without penalty.

TOUR INFORMATION

Approximately 45 days prior to the Tour and once we received payment in full, SB or the booking agent will send you a Tour Information Package via e-mail or post. The information from SB will be in English and booking agents might, at their own discretion, translate this into the Participants preferred language. This package will include information Participants might need to pack and prepare for the trip (welcome letter), a detailed route description (road book), accommodation venue listing (names and phone numbers), GPS routes and coordinates (for self-guided tours only) and a generic route map book.

LUGGAGE

SB assumes no responsibility for loss, damage or delay in delivering luggage to Tour Participants. Luggage turned over to us for transport each day or for storage at a venue or to be couriered before or during a Tour, is done so at the Participant's own risk. Luggage insurance is recommended, and Participants are limited to one piece of medium size luggage per rider if a support vehicle is included in the tour price. We suggest riders bring soft luggage and avoid hard bodied bulky cases or bags.

CANCELLATION FEES

60 days or more	10 % of tour price
59 to 31 days prior to departure	15 % of tour price
30 to 15 days prior to departure	25 % of tour price
14 to 08 days prior to departure	50 % of tour price
07 to 01 days prior to departure	95 % of tour price
no shows	100 % of tour price

Cancellation fees are calculated based on the cost of the tour package. No refunds will be made to Participants who drop out after the tour has started and no exceptions to this policy will be made for any reason. We strongly recommend that Participants obtain their own tour cancellation insurance from an insurance company or their respective travel/booking agent in their country of residence. NB - Tour cancellation insurance is not included in our package.

If, prior to departure, a tour cannot be operated due to Covid-19 travel restrictions (or a pandemic) or other government regional or national travel restrictions, then the Participant will be offered the choice of an alternative Tour or a refund of all monies paid.

If, prior to departure, the Participant is prevented from undertaking the Tour due to Covid-19 travel restrictions (or a pandemic) or other government regional or national travel restrictions then the Participant will be offered the choice of an alternative Tour or a refund of all monies paid. If the Participant cannot travel due to a Covid-19 diagnosis (or any other medical diagnosis), or due a requirement to isolate, then no refund can be made.

If the Tour is cancelled due to Covid-19 travel restrictions (or a pandemic) or other government regional or national travel restrictions, the Tour Operator will not be liable for additional costs or losses incurred by Participant(s) due to the cancellation of the Tour. This includes, but is not limited to, the cost of prepaid airline tickets, hotel reservations or car rental costs.

CANCELLATION OR CURTAILMENT

If for any reason a Participant decides to curtail a Tour during its duration, no refunds will be made. Claims for your lost Tour payments should be referred to your travel insurance provider.

FORCE MAJEURE

Means unusual and unforeseeable circumstances which are beyond normal control, the consequences of which could not have been avoided even if all due care had been exercised. Such circumstances or events include (but are not limited to) war, or threat of war, riot, civil strife, industrial dispute and act, unavoidable technical problems with transport, closure or congestion of airports, terrorist activity, natural or nuclear disaster, volcanic activity, fire and adverse weather conditions.

INSURANCE COVER

It will be each Participant's own responsibility to ensure he/she has adequate medical insurance cover to deal with any medical conditions or injury or hospitalisation and repatriation which might be required because of the activity Participated in. Tour cancellation insurance cover is the responsibility of each Participant as well as general insurance dealing with loss or theft of personal property in general.

TRANSFER OF BOOKING

If a Participant, for any reason, is unable to travel the booking can be transferred to a third party subject to prior approval of SB or the booking agent.

ALTERATIONS TO TOUR SCHEDULE

Some tours operate on a seasonal basis and where reasonable variances and/or weather conditions cause changes in the tour routing or accommodation, the itinerary will be adjusted accordingly, and alternate accommodation venues, restaurants and routes will be used.

MINIMUM TOUR PARTICIPANTS

SB may cancel a tour up to 30 days prior to tour start if there are an insufficient number of tour participants that have booked and fully paid for the tour by then. However, should this happen, Participants will be notified, and alternative arrangements be made. The Participant will be offered the choice of an alternative Tour or a refund.

NON-OBSERVANCE OF TRAFFIC LAWS AND GROUP TRAVEL REGULATIONS

If any of the Participants does not comply with traffic laws or the requirements for group travel, SB has the right to cancel the individual's Tour, which means that the Participants riding privileges will be suspended. Participants are responsible for any traffic fines obtained because of any traffic violation.

PHOTO AND VIDEO MATERIAL

Photos and videos produced by SB or its representatives on tour are the property of SB. The copyrights thereof are vested with us and we may use all of this material for advertising and marketing purposes, including images in which individual Tour members can be recognised, without any charge from the Tour member to SB for the use of this material. In joining a tour we assume we have your permission to use any photo or video material in which Participant might appear and if not, please express your wish that we do not use this material to us in person.

RESPONSIBILITY

SB is responsible for providing the services listed in the tour description according to the local standard and the accurate description of services offered in its literature. SB is responsible for conscientious travel preparations and will carefully select and constantly inspect our contractors/suppliers, such as accommodation establishments and rental agencies.

However, SB is not responsible or liable for any accidents or damage because of negligence, either by us or a supplier of ours.

We also reserve the right, without prior notice, to withdraw any part or all of a tour and to make such changes as may be necessary. The extra cost if any resulting there from, shall be paid for by the Participant. Furthermore, it is agreed and understood that the owners, operators and agents of this tour, including SB, are not the guardians of any Participant's safety and they, individually or collectively, cannot be held liable in any way for any occurrence in connection with the operation, or the Participants participation in connection with the Tour, which might result in injury, death or other damage to the client, his property or his family, heirs or assigns. SB is not responsible or liable for a delay resulting from the manufacturer's/agent's failure to deliver the motorcycle on time and is not responsible for any delays or changes in schedules or other conditions.

The Participant further agrees to participate at his/her own risk and fully understand the risks involved in riding a motorcycle whilst on tour.

PASSPORT, VISA, DRIVING AND HEALTH REGULATIONS

The Participant is responsible for complying with above regulations and all consequences resulting from non-compliance. Obtaining Visas where required is the responsibility of the Participant.

MOTORCYCLE OPERATION REQUIREMENTS

Participants who intend to operate a motorcycle provided by SB or the rental agency must be at least 25 years old and must have a valid, unendorsed motorcycle operator's license or equivalent as issued in his country of residence. Local traffic police and rental companies will accept driving licenses issued in your country of residence. The only requirement is that the writing thereon must be in English. There is no need for any international driving licenses to be obtained.

WEATHER CONDITIONS

SB strives to schedule its tours at a time of the year when the weather in the region visited is usually pleasant for motorcycling. Many tours pass through areas where weather conditions can change suddenly and significantly. Understandably, SB cannot be held liable for unpleasant or unsuitable weather conditions and no refunds are made for such conditions.

In the event of any of the above, refunds or compensation cannot be made, and Participants will be responsible for providing all their own additional meals, travel and accommodation

TOUR RATES, RENTAL RATES AND MOTORCYCLE COSTS

If cost factors, including (but not limited to) accommodation venues, meals, motorcycle rental rates, insurance, international currency fluctuations, etc. dictate the need for fare increases, SB may do so at any time prior to 60 days before departure. Participants will be duly informed thereof in writing.

VERBAL CHANGES

Any verbal changes are invalid unless confirmed in writing by SB or the booking agent.

PRINTING ERRORS AND CALCULATION MISTAKES

SB reserves the right to correct printing errors or calculation mistakes at any time.

ACCEPTANCE OF TRIP TERMS AND CONDITIONS

I understand that I will be required to sign a release and waiver form before I can participate in any activity of SB. I have read and accept the Terms and Conditions and am aware that motorcycling can be dangerous and carries risk. I'm aware that traffic conditions, roads, weather and other conditions, as well as the actions of other Participants of the trip can influence the risks. I agree to accept those risks.

I'm an experienced, responsible and healthy motorcyclist with a valid international motorcycle driver's license. As a passenger I'm aware of the potential dangers of motorcycling.

I further agree and understand that the owners, operators and agents of this trip, including SB, are not the guardians of my safety. They, individually or collectively, cannot be held liable in any way for any occurrence in connection with the operation or my participation in the trip which might result in injury, death or other damage to me, my property, or my family, heirs, or assigns.

TO BE SIGNED BY ALL RIDERS AND PILLIONS INDIVIDUALLY:

RELEASE AND WAIVER OF LIABILITY

This Release and Waiver of Liability ("Release") is executed and effective as of the date set forth below, by the undersigned acting for myself, my executors, administrators, heirs, next of kin, successors and assigns, and anyone else who might claim or sue on my behalf ("Participant") in favour of SB.

RECITALS

As a precedent condition to SB that will allow Participants to participate in any of SB trips, it is required that the following Release Agreements are carefully read through. For and in consideration of SB permitting a Participant to participate in the Tour and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by a Participant, the Participant hereby agrees as follows:

1. DANGEROUS ACTIVITY

Participant expressly acknowledges and agrees that the activities of the Tour are dangerous and involve the risk of serious injury and/or death and/or property damage and the Participant expressly assumes such risk.

2. RELEASE

Participant unconditionally and irrevocably releases, waives and discharges each of the Involved Parties from any and all claims, demands, causes of action, obligations, suits, damages and liabilities for (i) death, personal injury, partial or permanent disability, property damage or loss and medical or hospital bills and (ii) theft, loss, damage or delay in delivering luggage or other personal property of Participant, that arises or results from or is otherwise related to Participant's participation in the Tour (collectively, the "Claims"). Participant expressly agrees that the foregoing includes Claims that may arise from the negligence of a Released Party, another Participant in the Tour or other persons and that the foregoing is intended to be as broad and inclusive as is permitted by applicable law.

3. COVENANT NOT TO SUE

Participant agrees never to commence, voluntarily aid in any way, prosecute or cause to be commenced or prosecuted against any Released Party, any action or other proceeding based upon any Claims.

4. GOVERNING LAW/JURISDICTION

This agreement between the parties shall be governed by the laws of the Republic of South Africa as to all matters. Any action between the parties hereto shall only be brought in a South African Court namely: The High Court of the Cape of Good Hope Provincial Division and not in any other magistrate court in South Africa. The parties hereto consent to any magistrate court in South Africa's jurisdiction.

5. ENTIRE AGREEMENT

This Release is the entire agreement between the Participant and the Released Swartberg Biking Parties concerning the subject matter hereof, and no modification hereof or subsequent agreement relative to the subject matter shall be binding unless reduced to writing and signed by both the Participant and SB.

6. INVALID PROVISIONS

If any provision of this Release is held to be illegal, invalid or unenforceable, such provision shall be fully severable, this Release shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Release, and the remaining provisions of this Release shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

PARTICIPANT: _____

SIGNATURE: _____

DATE: _____

WITNESS: _____

TOUR: _____

09 Tulip Close

Falcon Street

D'Urbanvale

Durbanville

Cape Town

Place of Jurisdiction: Cape Town, South Africa

As at June 2021