



## RIDE DOWN SOUTH TERMS and CONDITIONS / INDEMNITY

### **Tour Booking Form:**

By submitting your booking form and paying the tour deposit you accept these terms and conditions of the tour run by Ride Down South - a company registered in the Republic of South Africa as Ride Down South Pty Ltd and you the participant. This contract will be deemed to exist once Ride Down South confirms availability for a specific tour and for the number of riders, pillioners or support car passengers requested. Please read the terms and conditions carefully.

### **Payment and Reservations**

A booking deposit of 30% per tour participant, along with a completed booking form is required at the time of booking. Once this is received your trip with Ride Down South will be secure. The balance of payment will be due 30 days prior commencement of the tour. If the total balance is not received 30 days before the tour, Ride Down South reserves the right to treat this reservation as cancelled and charge the cancellation fee.

**Cancellation and Refunds:** Written notice of cancellations received between 90 and 30 days prior to departure will be subject to a cancellation fee equivalent to 50% of the tour deposit. Cancellations received less than 30 days prior to tour departure will be subject to a cancellation fee equivalent to 100% of tour cost. We recommend the customer obtain trip cancellation insurance from an insurance company.

### **Indemnity & Disclaimer:**

Every participant is required to accept and sign the indemnity section of this document before the start of the tour.

**Motorcycle Rental:** One of our fleet of Honda Africa Twin 750cc or Suzuki V-Strom 650 motorcycles will be provided as part of the tour. In the unlikely event of a non-repairable mechanical breakdown we will replace the bike with a spare bike we will have with us. In the event that neither the original nor spare bike is able to continue we will arrange a rental bike with 24 hours. If this is necessary due to the rider's fault the additional cost will be charged to your account.

### **Personal Accident Insurance**

The applicant will be solely responsible for adequate personal and accident insurance cover while on a Ride Down South tour. Ride Down South Tours accepts no responsibility for loss or damage to your person or property whatsoever. Recommended providers of additional rescue/medical services are listed on the Ride Down South website.

**Luggage:** Ride Down South assumes no responsibility for loss, damage or delay in delivering luggage to tour participants, luggage turned over to RDS for storage is stored at participants own risk.

### **Protective Clothing**

South African law requires that all riders and pillioners wear an approved crash helmet when riding motorcycles. We highly recommend the use of adequate protective motorcycle gloves, sturdy shoes or boots and riding trousers.

## **General Riding, Traffic Regulations**

During the tour we will encounter tar roads of varying quality as well as generally good quality gravel roads. The tour guide will conduct a route and safety briefing at the beginning of each day's ride noting any particular hazards that are expected to be encountered. The motorcycles will be inspected by the tour guide or group leader at the beginning and end of each day's ride.

It is the rider's responsibility to abide by the legal traffic regulations at all times when riding and it will be solely the rider's responsibility should you infringe such regulations. Riders participating on the tour are doing so at their own risk and are legally liable for injury or damage to fellow participants or other road users. Each rider must ride within their own skill level and with due care and consideration for their own safety and that of fellow riders and other road users. Riders must follow the direction of the group leader who reserves the right to terminate a rider's riding if he feels that the client is unsafe to himself or others.

Any traffic fines which may be incurred by the rider for whatsoever offence will be the rider's responsibility to pay.

## **Rider's Licenses**

By registering for the Ride Down South tour and agreeing to these terms and conditions the rider declares that she or he has or will have the necessary license and competence to handle a large-capacity (750cc) motorcycle on these roads with adequate levels of care and safety. Riders must bring their own license (for motorcycles over 125cc) and have them on hand at all times on the tour. An International Motorcycle Rider's License is recommended but not essential if your original license is printed in English.

## **Special Requests**

If you have any special requests, (allergies, diet, etc.) please let us know before the tour starts.

## **What is "NOT" Included (general)**

(Please refer to your tour itinerary for specific excludes)

- Accident / holiday / travel - insurances
- Flights to and from the start and end points of the tour
- Fuel (unless otherwise indicated on the tour webpage or custom itinerary)
- Lunches, drinks and dinners not included (see tour webpage or custom itinerary for details)
- Fines for motoring offences
- All personal expenditure
- Personal border fees, e.g. visas
- Any additional expenses not included in the tour itinerary
- Accommodation before and after the tour dates
- Reserve and sightseeing entry fees.
- Personal Insurance (Accident/Medical)
- any additional riding gear

## **What "IS" Included**

(Please refer to your tour itinerary for specific includes)

- transfer to and from the airport.
- Your bike - a Honda Africa Twin 750 cc or Suzuki V-Strom 650 bike from our fleet. These are fully insured and come with unlimited mileage.
- Accommodation
- Camping equipment – if required. We recommend you bring your own sleeping bag.
- Vehicle border fees
- All breakfasts and any dinners as indicated on the tour webpage or custom itinerary
- Qualified motorcycle guide and support vehicle crew
- Comprehensive Motorcycle Insurance
- Excess luggage storage

**Ride Down South Motorcycle Tours - Obligations**

Ride Down South is responsible for providing and arranging the itinerary and services as described and depicted on the Ride Down South website or printed materials or as per customized quotation. Ride Down South is responsible for travel preparation and reserves the right to change and/or improve without notice its tour content and adapt to changing conditions and situations as they may arise. Ride Down South will however endeavor to adhere to advertised itineraries.

**Motorcycle return**

Barring mechanical failure of the motorbike, it is the Rider’s responsibility that the motorbike reaches the destination. In the event the motorcycle can not be accommodated on the trailer we can provide a crash or damage recovery service at R3.30 per kilometer charged to the Rider.

**Indemnification of Ride Down South Pty Ltd.**

The undersigned accepts that riding a motorcycle is generally considered to be a risk. Ride Down South is not responsible or liable for any loss or damage to your physical person or property. Ride Down South is not responsible for loss of life, limb or any other injury of whatever nature. Ride Down South cannot be held responsible for ‘Acts of God’ or conditions beyond its control.

**Acknowledgment of Responsibilities**

Tour participants acknowledge reading, accepting and signing this Ride Down South Terms and Conditions Form. This form includes indemnification of Ride Down South as described within it.

I the undersigned have read and fully understand and accept all the Terms, Conditions and Indemnify Ride Down South as set out in this document.

Please initial all pages.

Full Name/s: .....

Signature/s: ..... Date: .....