

Tour Terms and Conditions

The Main Things First

(Before We Get to the Legal Terms & Conditions)

What You Can Expect From Us

Awesome Motorcycles

We provide well-maintained, reliable motorcycles ready for adventure. Each bike undergoes thorough inspection before your tour.



Epic Routes

Curated routes balancing scenic beauty, riding enjoyment, and safety. We've done the homework so you can enjoy the ride!

Expert Guides

Our guides know the roads, the local secrets, and exactly where to find the best coffee. They're also certified in first aid and motorcycle mechanics.

Comfortable Digs

After a day of riding, you'll rest in carefully selected accommodations that understand what touring riders need.

Good Eats

We've scouted the best local cuisine spots—because great adventures require great fuel.

Memorable Moments

We'll help capture those "I can't believe we're here!" moments that you'll be talking about for years to come.

Support When You Need It

Mechanical issue? Wrong turn? Too tired to continue? Our support team has got your back.

No Hassle Adventure

We handle the logistics, reservations, and planning. Your job is simply to ride and enjoy!

What We Expect From You, the Rider



Valid Paperwork

A current motorcycle license that's valid where we're riding. We'll check before the keys are handed over!

Good Judgment

Ride within your ability. The mountain pass will still be there tomorrow if today's not your day to tackle it.

Be Kind to Our Bikes

Ride them like you own them, because we do!

Respect the Rules

Local traffic laws apply, and our guides' instructions aren't just friendly suggestions. They're for keeping everyone safe and happy.

Sober Riding

Zero tolerance for riding under the influence. Save the celebration for after we're parked for the day.

🖺 Proper Gear

All the protective equipment, all the time. Yes, even when it's hot. Road rash is a souvenir nobody wants.

Attentive Ears

Show up for the briefings—they contain important info about the day's adventure and potential hazards.

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Team Spirit

Group riding requires cooperation. Be courteous to your fellow riders and the locals we meet along the way.

(1) Positive Attitude

Weather changes, roads close, and sometimes things don't go as planned. Roll with it—that's where the best stories come from!

What Happens if There's a Mishap

Accident Response

In case of an accident, our guide will assess injuries, consult with our remote on-call trauma doctor if needed, and coordinate appropriate medical response. Your safety comes first, the motorcycle second. This is where we'll need to have your medical and evacuation cover details on hand.

Spare Motorcycle

We bring a spare motorcycle as a precaution against unexpected mechanical failures. It's not a replacement for bikes damaged through reckless riding or crashes—those situations may require rental fees or transportation arrangements.

Leaving Early

Life happens! If you need to exit the tour early, we'll help arrange transportation to the nearest airport or station—though those costs are on you. Our included transfers only apply at the official start and end points.

Ready for the adventure? Let's ride!

This cover page summarizes key points of our relationship in plain language. It's meant to set expectations in an easy to read way, but it doesn't replace the detailed terms and conditions that follow. Those boring legal pages? They're important too. Please read them carefully before signing, as they create a valid and binding legal contract between us.

Ride Down South: Terms and Conditions

1. Definitions

In this Agreement:

- "Company" refers to Ride Down South (Pty) Ltd, its employees, guides, agents, and representatives.
- "Participant" refers to the individual who books and participates in the motorcycle tour.
- "Tour" refers to the motorcycle tour package, including the motorcycle rental, guided routes, accommodations, and any additional services specified in the Tour Description.
- "Motorcycle" refers to the vehicle provided by the Company for use during the Tour.
- "Agreement" refers to these Terms and Conditions, the Booking Form, and any additional documents incorporated by reference.
- "business day" means a Monday to Friday and excluding South African public holidays.

2. Booking and Payment Terms

2.1 Reservation and Deposit

To secure a reservation, Participant must complete the Booking Form and submit a deposit of 10% of the total Tour price. The deposit is refundable up to 30 days before the Tour starts. Reservations are not confirmed until receipt of deposit and written confirmation from the Company.

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2.2 Payment Schedule

- Deposit: 10% due at time of booking
- Final Payment: Remaining balance due 30 days before Tour start date

2.3 Payment Methods

The Company accepts payment by credit card, International Bank Transfer and through Wise. While the tour price is listed in SA Rand (ZAR), payments can be made in a local currency at the current rate of exchange. Any bank fees or currency conversion charges are the responsibility of the Participant.

2.4 Price Adjustments

Tour prices are subject to change due to currency fluctuations, fuel price increases, or tax changes until final payment is received. The Company will notify Participants of any price adjustments in writing.

2.5 Cancellation by Participant

Cancellation must be submitted in writing. Refunds will be issued according to the following schedule:

- Cancellation more than 30 days before Tour start date: Full refund
- Cancellation less than 30 days before Tour start date: No refund

2.6 Cancellation by Company

The Company reserves the right to cancel any Tour for safety concerns, insufficient participation, or forces beyond its reasonable control. In such cases:

- Full refund will be provided for Tours cancelled by the Company
- The Company is not responsible for any additional expenses incurred by Participants in preparation for the Tour, including, but not limited to, flights, accommodation, visa costs, airport transfers, etc.

The Company will attempt to offer alternative Tour dates where reasonably possible, provided that the costs of such alternative Tour may vary, as provided for in paragraph 2.4 above

2.7 Tour Modifications

Participant requests for Tour modifications are subject to availability and may incur additional charges. The Company reserves the right to alter routes, accommodations, or itineraries as necessary for safety or operational reasons, without additional compensation being payable by the Participant.

2.8 Minimum Participation

Tours require a minimum of 6 participants to operate with a support vehicle included. If minimum participation is not met, the Company may:

- Offer to run the Tour with a reduced level of support (usually this means the support vehicle will be on standby, and not following the group each day)
- Offer to run the Tour with a price supplement (e.g. an increase in price)
- Reschedule the Tour to a later date, subject to the provisions of paragraph 2.6 relating to alternative Tour dates
- Cancel the Tour and provide a full refund

2.9 Early Departure from Tour

If a Participant leaves the Tour early for any reason (including but not limited to medical, personal, family emergency, or exclusion):

- No refund will be provided for any unused portion of the Tour
- Airport transfers included in the Tour package apply only to the official Tour start and end points
- The Company will reasonably assist in arranging alternative transportation to airports, train stations, or other departure points at the Participant's expense
- The Participant remains responsible for all additional costs related to early departure, including, but not limited to, alternative transportation, accommodation, flight changes, and shipping of personal belongings
- The Company will provide reasonable assistance with logistics but cannot guarantee availability of services on short notice
- Motorcycle return and processing will follow standard end-of-tour procedures regardless of early departure

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3. Rider Requirements and Responsibilities

3.1 Licensing Requirements

Participants must possess a valid motorcycle licence or endorsement recognized in Southern Africa (including but not limited to: South Africa, Namibia, Botswana and Zimbabwe). International Participants may require an International Driving Permit in addition to their home country licence, particularly if the home country licence is not in English. Participants must present original license documents at Tour check-in.

3.2 Experience Requirements

Participants must be comfortable operating a motorcycle of similar weight and power to those provided on the Tour. The Company reserves the right to refuse participation to any individual deemed insufficiently experienced for safety reasons, in which event the provisions of paragraph 2.6 will apply.

3.3 Age Requirements

Minimum age for Tour participation is 18 years.

3.4 Mandatory Safety Briefing

All Participants must attend the pre-Tour safety briefing. Failure to attend may result in exclusion from the Tour without refund.

3.5 Compliance with Traffic Laws

Participants must obey all local traffic laws, speed limits, and regulations. Any fines, penalties, or legal consequences resulting from violations are the sole responsibility of the Participant. The Participant hereby expressly indemnifies and holds the Company harmless against any such liabilities and authorises and appoints the Company to act as it lawful agent in accepting service of any legal process on the Participant's behalf.

3.6 Sobriety and Substance Use

Operating a motorcycle under the influence of alcohol or drugs is strictly prohibited. The Company has zero tolerance for impaired riding due to substance use before or during riding. Participants found in violation will be immediately removed from the Tour without refund and will be responsible for all associated costs.

3.7 Riding Conduct

Participants must:

- Follow the designated route and instructions of Tour guides
- Maintain appropriate following distances
- Ride within personal skill limitations
- Alert guides to any mechanical issues or personal concerns
- Respect other road users and local communities

4. Motorcycle Rental Terms

4.1 Motorcycle Allocation

The Company will provide the motorcycle model specified in the booking confirmation, subject to availability. In case of mechanical failure or unavailability, an equivalent or upgraded model will be substituted at no additional cost

4.2 Damage Deposit

A damage deposit of ZAR18000 is required before Tour commencement, payable by credit card authorization, cash or bank transfer. The deposit will be refunded within 20 business days after Tour completion, less any charges for damages, which includes, but is not limited to, damage to the motorcycle resulting from the Participant's operating thereof, traffic fines or penalties, or any other losses suffered by the Company as a result of the Participant's conduct during the Tour.

4.3 Pre-Tour Inspection

Each Participant will complete a pre-Tour motorcycle inspection with a Company representative, documenting the motorcycle's condition and any existing damage. Participants should report any concerns before departing on the Tour.

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4.4 Participant Responsibility for Damages

Participants are responsible for:

- Any damage to the motorcycle beyond normal wear and tear
- Loss of motorcycle parts or accessories
- Recovery costs for motorcycles abandoned, left unattended or otherwise not brought to the tour end point
- Damage resulting from negligence, improper use, or violation of rental terms

The damage assessment will be conducted by a Company representative upon return of the motorcycle and the Company's assessment will be final and binding on the Participant.

4.5 Motorcycle Usage Limits

- Motorcycle usage is restricted to paved roads unless explicitly included in off-road Tour packages
- Motorcycles must be parked securely and locked when unattended
- Unauthorized passengers are prohibited

4.6 Mechanical Issues and Breakdowns

In case of mechanical failure:

- Notify Tour guide immediately
- Do not attempt repairs without authorization
- Company will arrange for repairs or replacement motorcycle
- No compensation will be provided for delays under 24 hours. In the event of a delay of more than 24 hours resulting from a mechanical failure not caused by the Participant, the Company will refund the Participant on a pro rata basis for each day of delay after the first 24 hours.

4.7 Prohibited Uses

Motorcycles may not be used for:

- Racing or speed contests
- Off-road riding (unless specifically part of an off-road Tour package)
- Towing or pushing other vehicles
- Transportation of goods for hire
- Illegal activities or in violation of local laws
- Sub-rental to third parties
- Carrying passengers beyond designed capacity

4.8 Spare Motorcycle Policy

- The Company maintains a spare motorcycle on tours as a contingency for unforeseen mechanical failures
- The spare motorcycle is not automatically available to replace motorcycles damaged through participant fault, negligence, or crashes
- Access to the spare motorcycle in cases of participant-caused damage is at the Company's sole discretion and may incur additional fees plus damage costs
- If the spare motorcycle has been deployed for a mechanical failure, it may not be available for participantcaused incidents
- The Company does not guarantee the spare motorcycle will be identical to the originally assigned motorcycle

5. Insurance Coverage

5.1 Company-Provided Insurance

The Company provides the following motorcycle insurance coverage:

- Third-party liability insurance up to ZAR5,000,000
- Collision Damage Waiver (CDW) with ZAR18000 deductible
- Theft protection with ZAR18000 deductible

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5.2 Participant Required Insurance

Participants must provide proof of:

- Personal medical/health insurance valid in tour regions
- Medical evacuation coverage

5.3 Insurance Exclusions

Company-provided insurance does not cover:

- · Personal injury to the Participant
- Personal belongings or riding gear
- Damage resulting from prohibited uses
- Damage while operated by an unauthorized rider
- Damage resulting from intoxication or substance use
- Deliberate damage or gross negligence
- Tire damage, unless resulting from an accident
- Mechanical damage due to improper operation

6. Liability Waiver and Assumption of Risk

6.1 Acknowledgment of Risks

Participant acknowledges that motorcycle touring involves inherent risks including but not limited to:

- · Road accidents and collisions
- Injury or death due to falls or crashes
- Hazardous road and weather conditions
- Mechanical failures
- Actions of other road users
- Remote locations with limited medical facilities
- Variations in terrain and road conditions
- Exposure to elements and natural hazards

6.2 Voluntary Participation

Participant confirms that they voluntarily choose to participate in the Tour with full knowledge and acceptance of the risks involved.

6.3 Release of Liability

To the fullest extent permitted by law, Participant waives and releases all claims against the Company, its owners, employees, guides, and agents for any injury, death, damage, loss, or expense arising from participation in the Tour, including claims alleging negligence.

6.4 Indemnification

Participant agrees to indemnify and hold harmless the Company from any third-party claims, including legal costs, arising from Participant's actions during the Tour.

6.5 Physical Fitness and Medical Conditions

Participant confirms they are physically and mentally fit to participate in the Tour and will disclose any medical conditions that may affect their participation. The Company reserves the right to require a physician's approval for participation.

6.6 Emergency Medical Authorization

In case of emergency, Participant authorizes the Company to arrange medical treatment and transportation at Participant's expense. Medical treatment is not provided by the Company itself and the Company accepts no responsibility for the treatment provided by the appointed healthcare provider.

7. Tour Operating Procedures

7.1 Guide Authority

Tour guides have final authority regarding:

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- · Daily routes and schedule
- Safety procedures and riding formation
- · Participant capability assessment
- · Weather-related adjustments
- Exclusion of Participants for safety concerns

7.2 Safety Protocols

Participants must:

- Wear proper protective gear at all times while riding
- Attend daily briefings
- Maintain visual contact with the group when possible
- Use designated communication methods
- Report any safety concerns immediately
- Follow guide instructions during emergencies

7.3 Accident Response Procedures

In the event of an accident involving rider injury and/or motorcycle damage:

7.3.1 Medical Response

- The Tour guide will conduct an initial first aid assessment (while not being a medical doctor)
- · Guide may consult with the Company's on-call trauma doctor in South Africa for advice
- Emergency services will be contacted when appropriate to transport injured Participants to the nearest suitable medical facility
- The support vehicle may be used for patient transport in emergency situations but is not a substitute for professional emergency services when available
- The Company will contact Participant's emergency contact and assist with insurance claims as needed

7.3.2 Motorcycle Recovery

- Damaged motorcycles will be loaded onto the support trailer if space is available
- If trailer space is unavailable, the motorcycle will be secured at the nearest safe location (hotel, police station, repair shop) for later recovery
- Recovery of motorcycles left at secure locations will be arranged at the Company's earliest opportunity
- Participant remains responsible for damage costs per paragraphs 4.2 to 4.4 of this Agreement
- Any costs associated with special recovery requirements are the responsibility of the Participant

7.3.3 Tour Continuation

- The Tour guide will determine if and when the Participant can safely continue
- Injured Participants may be required to withdraw from the Tour based on medical advice
- No refunds will be issued for Tour portions missed due to accident or injury
- The Company will make reasonable efforts to assist withdrawn Participants with logistics but additional costs are the Participant's responsibility

7.4 Required Safety Gear

Participants must wear at all times while operating motorcycles:

- DOT, ECE, or equivalent approved helmet
- Motorcycle jacket
- Motorcycle gloves
- Motorcycle boots covering the ankle
- Long pants (motorcycle-specific recommended)

7.5 Group Riding Expectations

- Signal intentions to other riders
- Maintain consistent speed with the group

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- · Pass other vehicles only when safe and legal
- · Alert others to hazards
- Support fellow riders

7.6 Rider Exclusion

The Company reserves the right to exclude any Participant from all or part of the Tour if they:

- Pose a safety risk to themselves or others
- Repeatedly violate traffic laws or Tour rules
- Operate a motorcycle while impaired
- Display behaviour that negatively impacts the Tour experience
- Cannot safely operate the motorcycle

Excluded Participants are responsible for all resulting costs and will receive no refund.

8. Itinerary Flexibility

8.1 Route Changes

The Company reserves the right to:

- Alter routes due to road conditions, closures, or construction
- Modify the itinerary for safety or logistical reasons
- Substitute comparable accommodations or attractions
- Adjust daily distances based on group capabilities or external factors

8.2 Weather Conditions

- Tours operate in various weather conditions except when safety is compromised
- No refunds will be issued for route changes due to weather
- In case of dangerous weather, the Company may:
 - Delay departure
 - Shorten daily distance
 - o Use alternative transportation
 - Cancel riding for the day with alternative activities

8.3 Force Majeure

The Company is not liable for non-performance or delays resulting from circumstances beyond reasonable control, including:

- Natural disasters or extreme weather
- · War, terrorism, or civil unrest
- · Government actions or travel restrictions
- Strikes or labour disputes
- · Epidemic or pandemic situations
- Any other unforeseeable events preventing tour operation

8.4 Alternative Arrangements

If significant portions of the Tour cannot be delivered as planned, the Company will make reasonable efforts to provide alternative experiences of comparable value.

9. Accommodations and Meals

9.1 Accommodations

- Standard is, bed and breakfast accommodations in 3 and 4-star lodges based on double occupancy
- Single room supplement may be available at additional cost, depending on the venue
- Specific hotels listed in itineraries may be substituted with similar quality accommodations
- Special requests (room type, location) will be noted but cannot be guaranteed

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9.2 Included Meals

9.2.1 Standard Meal Inclusions

- All meals specified in the Tour Description are included in the tour price
- Typically includes: daily breakfast, welcome dinner, farewell dinner, and any other meals explicitly listed in the itinerary
- Client must notify Tour Operator of reasonable dietary restrictions at least 30 days prior to departure for accommodation
- Alcoholic and other beverages are not included in meal costs unless specifically stated in the Tour Description

9.2.2 Set Menu Policy

- At lodging establishments where dinner is included in the booking, Clients will receive the standard set menu provided by the establishment
- These included meals are part of the Tour Package as detailed in the Tour Itinerary

9.2.3 Optional Menu Selections

- If a Client chooses to order from the à la carte menu instead of the included set menu, the Client is solely responsible for paying any price difference
- · Additional charges must be paid directly to the establishment at the time of service

9.2.4 Budget Considerations for À La Carte Meals

- For included à la carte meals, the Tour Operator maintains a reasonable average budgeted amount per person
- Clients are expected to order within reasonable limits and not abuse this policy by ordering excessive quantities or selecting unusually expensive items
- The Tour Operator reserves the right to monitor meal expenditures and, if necessary, politely request that Clients adjust their ordering habits
- Client cooperation is appreciated to ensure the continued quality and value of included meals for all tour participants

9.2.5 Client Responsibility

- Tour Operator will make reasonable efforts to inform Clients about potential surcharges for alternative menu selections
- Clients are ultimately responsible for understanding and accepting any additional costs incurred by their dining choices

10. Media Release

10.1 Photography and Recording

The Company may photograph, film, or record Participants during the Tour for promotional purposes, which includes placing content on our website, as well as our social media profiles. By participating in the Tour, Participants grant the Company permission to:

- Capture their likeness and voice
- Use images and recordings in any media for marketing, social media, and promotional materials
- Edit and alter such content as needed

10.2 Participant Opt-Out

Participants who do not wish to be photographed or recorded may notify the Company at any time.. If a Participant chooses to pose for a group photo, they understand that it may not be reasonably practicable to remove their image from such a photo should they opt-out after the fact.

10.3 Participant Content Sharing

The Company encourages Participants to share their own photos and experiences on social media, tagging @ridedownsouth and using #RideDownSouth. By using Company hashtags or tagging the Company, Participants grant limited rights for the Company to reshare this content.

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Please note that the Company has no control over, and is not liable to you, for any images or content published on any platform by other participants in a Tour.

11. Personal Data and Privacy

11.1 Data Collection

The Company collects personal information necessary for Tour operation, including:

- Contact details
- Licensing information
- Emergency contacts
- Medical information relevant to Tour participation
- Payment information
- Promotional material as outlined under paragraph 10 above

11.2 Data Usage

This information will be used for:

- Tour administration and communication
- Emergency response
- Legal compliance
- Quality improvement
- Future promotional offers (with consent)

11.3 Data Protection

The Company implements reasonable technical and organisational measures to protect personal data from unauthorised access, damage or destruction, and will not share personal information with any third parties except as reasonably required for Tour operation or by law.

11.3 Data Retention

Unless specifically required by law, the Company will retain personal information for a period not exceeding 5 years from the date of the conclusion of a Tour.

12. Complaints and Dispute Resolution

12.1 During the Tour

Participants should immediately report any issues or complaints to the Tour guide to allow for prompt resolution.

12.2 Post-Tour Complaints

Complaints not resolved during the Tour must be submitted in writing within 14 days of Tour completion. The Company will respond within 5 business days.

12.3 Dispute Resolution

Any dispute arising from this Agreement shall be resolved through:

- · Good faith negotiation
- Mediation in the jurisdiction of South Africa
- Binding arbitration in terms of the rules of the Arbitration Foundation of Southern Africa, if mediation is unsuccessful. Such arbitration will be held in South Africa.

12.4 Governing Law

This Agreement shall be governed by the laws of the Republic of South Africa without regard to conflict of law principles.

13. Miscellaneous Provisions

13.1 Entire Agreement

This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior agreements or understandings. No amendment to this Agreement will be valid or binding unless reduced to writing and signed by both Parties.

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13.2 Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions remain in full force and effect.

13.3 Waiver

Failure to enforce any provision of this Agreement, or any relaxation or indulgence granted to a Party does not constitute a waiver of that or any other provision.

13.4 Assignment

Participants may not assign their rights or obligations under this Agreement without prior written consent of the Company.

13.5 Third-Party Beneficiaries

This Agreement is for the benefit of the parties only and no third-party beneficiary rights are created.

13.6 Survival

Provisions regarding liability, indemnification, dispute resolution, and any other provisions intended by their nature to survive shall survive the termination of this Agreement.

MOTORCYCLE TOUR WAIVER AND RELEASE OF LIABILITY

Assumption of Risk and Inherent Dangers

I understand and acknowledge that participating in motorcycle tours involves inherent risks and dangers, including but not limited to: motor vehicle accidents, collisions with other vehicles or objects, road hazards, adverse weather conditions, mechanical failures, rider error, negligence of other participants or third parties, and varying road and terrain conditions. I understand these risks may result in serious injury, permanent disability, or death, as well as damage to personal property.

Voluntary Participation

I am voluntarily participating in this motorcycle tour with full knowledge of the risks involved. I certify that I possess a valid motorcycle license, appropriate insurance coverage, and the physical ability and experience necessary to safely operate a motorcycle under the conditions of this tour.

Release of Liability

In consideration of being permitted to participate in this motorcycle tour, I hereby release, waive, discharge, and covenant not to sue Ride Down South Pty Ltd., its owners, officers, employees, guides, agents, contractors, and affiliated partners (collectively "the Company") from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or damage to property while participating in this tour, whether caused by the negligence of the Company or otherwise.

Indemnification

I agree to indemnify and hold harmless the Company from any loss, liability, damage, or costs, including court costs and attorney fees, that the Company may incur due to my participation in this tour, whether caused by my own negligence or otherwise.

Medical Treatment Authorization

I authorize the Company to obtain emergency medical treatment on my behalf if necessary. I accept full financial responsibility for any medical treatment costs incurred. I acknowledge that the Company does not carry health insurance for participants and that I am responsible for maintaining adequate health and travel insurance coverage.

Equipment and Vehicle Condition

I acknowledge that I have inspected the motorcycle (if provided by the Company) or my personal motorcycle and confirm it is in safe operating condition. I agree to immediately notify the tour guide of any mechanical issues that arise during the tour. I understand I am responsible for operating the vehicle in a safe and lawful manner at all times.

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Rules and Regulations

I agree to follow all instructions provided by tour guides, obey all applicable traffic laws and regulations, wear appropriate safety gear (including an approved helmet at all times while riding), and conduct myself in a responsible manner. I understand that failure to comply may result in my removal from the tour without refund.

Acknowledgment of Understanding

I have carefully read this waiver and release and fully understand its contents. I am aware that this is a release of liability and a contract between myself and the Company, and I sign it of my own free will.

14. Acknowledgment

By signing below, I acknowledge having read, understood, and agreed to these Terms and Conditions and the Motorcycle Tour Waiver and Release of Liability.

Participant Name	:
Signature:	
Date:	

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