

BIKING SWARTBERG

TERMS AND CONDITIONS:

MOTORCYCLE TOUR OPERATOR:

Swartberg Biking (SB) CK 2006/131372/23, 12 Avignon Way, Longwood Estate, Pinehurst, Durbanville 7550, RSA

MOTORCYCLE TOUR BOOKING FORM

Your signature on the booking form, or the payment of any money towards Swartberg Biking means that you have accepted the terms and conditions as given to you. Swartberg Biking won't be able to accept any participants to join in the experience without a duly signed booking form. Therefore, please read carefully through the below given information.

RELEASE AND WAIVER

Every participant of 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 can't 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 % should be paid when a booking is made. This will then secure a place on the tour. The rest of the outstanding tour package fees should be paid 60 days before the tour starts. Should we not receive it, we will accept that you have cancelled and will charge you with the stipulated cancellation fees.

MOTORCYCLE RENTAL/SAFETY DEPOSIT

Swartberg Biking (hereinafter "SB") will only assist you in renting the motorcycle from a 3rd party (hereinafter referred to as "the Agent"), unless the Agent for some reason cannot supply any motorcycles, in which case the following clause will apply.

If SB is rendering assistance in supplying the motorcycles the following will be applicable:

The type of motorcycle will depend on the booking you made. The pictures of the motorcycles on the website do not always represent the exact version of the motorcycles provided. SB reserves the right to substitute the motorcycle confirmed to tour participants. We strive to ensure that all participants ride the motorcycle they have requested, 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 safety deposit has to be paid to SB on behalf of the rental agent at the time of hand-over of the motorcycle 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. We reserve the right to adjust the amount of this safety deposit and deduct it without notice. This safety deposit will be refunded upon return of the undamaged motorcycle to SB, on behalf of the rental agent. Some rental centres require a separate rental contract for the rental motorcycle to be signed at the rental station. The rental period is not interrupted due to the inability of a renter to ride or for any other reason. During the tour, we are 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.

ROOM ALLOCATION

A limited number of single rooms are available at an extra cost on a first served 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.

SINGLE ROOM SUPPLEMENT

SB will provide single rooms for travellers who agree to pay the supplemental charge identified in the trip pricing information. If participants requests a roommate and we aren't able to provide one, he/she 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.

MOTORCYCLE TRIP INFORMATION

Approximately 45 days prior to the trip (once we received your full payment), we will send you a Tour Information Package. This will include all the information you might need to pack and prepare for the trip, including detailed route descriptions, accommodation venue listing, GPS routes and coordinates and route maps.

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

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 is done so at the participant's own risk. Luggage insurance is recommended and participants are limited to two pieces of luggage per rider.

CANCELLATION FEES

60 days or more	5 % 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 trip has begun and no exceptions to this policy will be made for any reason. We strongly recommend that participants obtain trip cancellation insurance, which are not included in our prices, from an insurance company in their country of residence.

MINIMUM TOUR PARTICIPANTS

SB may cancel a tour up to 30 days prior to tour start when 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.

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 his/her riding privileges will be suspended. Participants are responsible for any traffic fines obtained as a result of any traffic violation.

PHOTO AND VIDEO MATERIAL

Photo's and videos produced by SB or its representatives on tour are the property of SB. The copyrights thereof are vested with us and we can 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.

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 check our contractors, such as accommodation establishments and rental agencies.

However, SB is not responsible or liable for any accidents or damage as a result 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 client's 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.

PASSPORT, VISA, DRIVING AND HEALTH REGULATIONS

The participant is responsible for complying with above regulations and all consequences resulting from non-compliance.

MOTORCYCLE OPERATION REQUIREMENTS

Participants who intend to operate a motorcycle provided by SB must be at least 25 years old and must have a valid international motorcycle operator's license.

ALTERATIONS TO TOUR SCHEDULE

Some tours operate on a seasonal basis and where seasonable 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.

WEATHER CONDITIONS

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

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.

VERBAL CHANGES

Any verbal changes are invalid unless confirmed in writing by SB

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 (PLEASE PRINT, SIGN AND BRING WITH)

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. 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.

Tour: _____

Participant: _____

Swartberg Biking: _____

12 Avignon Way

Longwood Estate

Pinehurst

Durbanville

7550

Place of Jurisdiction: Cape Town, South Africa

As at February 2006