

**Dualsport Adventures and Rentals (Pty) Ltd**  
Reg. 2000/029299/07  
P.O.Box 884  
Somerset Mall. 7137.  
South Africa.

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**Company Represented here by: Dalene Stiff**

Rental Dates: Pick up \_\_\_\_\_ Drop off: \_\_\_\_\_

Proforma Invoice No: \_\_\_\_\_

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Drivers# \_\_\_\_\_

ID/Passport #: \_\_\_\_\_ EMAIL:- \_\_\_\_\_ TEL NO:- \_\_\_\_\_

Hereinafter called THE RENTER

**Basic Rental Terms and Conditions for Motorcycle Hire and Tours**

With submission of your booking form or email request and payment of your rental/tour deposit, you agree that you have read and accepted all Terms and Conditions of this agreement as a binding contract between Dualsport Adventures & Rentals (Pty) Ltd and you, the Renter.

**Motorcycle Rental and Security Deposit**

Motorcycles are provided by Dualsport Adventures & Rentals (Pty) Ltd to the best match to your request. Dualsport Adventures & Rentals (Pty) will attempt to provide the renter with the model of motorcycle confirmed to the communication. If, after having confirmed the model of motorcycle requested, Dualsport Adventures & Rentals (Pty) Ltd finds that it is necessary to substitute a different model; Dualsport Adventures & Rentals (Pty) Ltd will notify the participant as soon as possible. If the participant does not wish to accept the proposed substitution, the participant may cancel the rental without penalty and the deposit and trip cost will be refunded.

Unexpected and uncontrollable situations may require last minute substitution of a motorcycle, including after the trip has begun.

This includes, but is not limited to, mechanical failure, collision damage and theft. In this instance, Dualsport Adventures & Rentals (Pty) Ltd reserves the right to substitute the type of motorcycle confirmed. Should Dualsport Adventures & Rentals (Pty) Ltd not be able to replace a motorcycle with the confirmed type or similar, a pro-rated refund for the difference in models, if any, will be refunded to the participant. This constitutes the maximum liability of Dualsport Adventures & Rentals (Pty) Ltd.

**Guided & GPS Guided Tour Reservation and Deposit**

A deposit of 50% is required to establish and hold a reservation. Full payment is required 60 days prior to the beginning of the trip. If full payment is not received 60 days prior to the start of the trip, Dualsport Adventures & Rentals (Pty) Ltd reserves the right to treat the reservation as cancelled and to charge a cancellation fee.

Initial Please



### **Cancellation Fee and Refunds**

If you provide written notice of your intention to cancel the trip 30 days or more before its scheduled commencement, there will be 50% deposit forfeiture.

If you cancel 30 days or fewer prior to the scheduled commencement, the total trip cost will be forfeited. No refunds will be made to participants who drop out after the trip has begun. No exceptions to this policy will be made for any reason.

We strongly recommend the customer either obtain trip cancellation insurance from an insurance company.

### **Health/Medical/ Travel Insurance**

Dualsport Adventures & Rentals (Pty) Ltd recommends that customers take out adequate travel, health and accident insurance as well as trip cancellation insurance. Dualsport Adventures & Rentals (Pty) Ltd encourages customers to secure medical evacuation insurance.

### **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 a Dualsport Adventures & Rentals (Pty) Ltd motorcycle rental or tour. I have read and accept the Terms and Conditions of Dualsport Adventures & Rentals (Pty) Ltd. I'm aware that motorcycling can be dangerous. I'm aware that traffic conditions, roads, weather and other conditions as well as the actions of other members of the trip can influence the risks. I agree to accept those risks. I'm an experienced, responsible and healthy motorcyclist with a valid motorcycle driver license. If I'm 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 Dualsport Adventures & Rentals (Pty) Ltd, 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. These terms and conditions shall be governed by the internal laws (exclusive of the choice of law provisions thereof) of South Africa as to all matters. Any action between the parties hereto shall only be brought in a court in South Africa and not in any other jurisdiction and the prevailing party shall be entitled to recover from the non-prevailing party its reasonable fees and costs.

### **Changes to Guided & GPS Guided Tour Cost**

The cost of the trips quoted are the costs in effect at the time the quotation is given, either via the Dualsport Adventures & Rentals (Pty) Ltd web site or in printed materials. The web site is ONLY an indication of tour costs, but any correspondence & proforma Invoice from Dualsports Adventures & Rentals will override any pricing shown on the web site. If cost factors such as currency fluctuations, insurance costs, or the cost of meals and accommodations dictate the need for an increase in the price of the trip, Dualsport Adventures & Rentals (Pty) Ltd may modify the price at any time prior to 30 days before departure. If a customer is not satisfied with such an increase, the customer may cancel.

### **Tyres & Kilometres travelled**

Our motorcycles are supplied with the standard factory fitted tyres, (80/20 Road Biased)

Any long trip of **10 days plus** Dualsport Adventures & Rentals **insist** on a brand new set of Aggressive Off road tyres for loose surface and sand riding for the safety & protection of the rider and the motorcycle.

i.e. Namibia, East Coast Garden Route and Cederberg falls into this category. A charge of R5100 applies for trips in excess of kilometres more than 3000km. If the rental is for less than 10 days the tyre rate will be calculated at a flat rate of ZAR170 per day.

The first 300 km per full day rental are included in the rental price, whilst kilometres over and above said 300 km will be charged at R3.30 per km thereafter.

**Initial Please**



### **Pick up and Drop off Times and Charges**

The pick-up and drop-off times are strictly between 8am and 5pm week days and 8am to 1pm Saturdays. Weekend and after hours will be accommodated only by previous arrangement with the consultant. An afterhour's fee will be applicable at R450. If arrangement is carried over to the next morning the motorcycle must be dropped off not later than 9am and collected between 4pm and 5pm otherwise another day rental will be charged. The minimum period of hire is 24 hours.

### **Disobeying Traffic Laws and Unsafe Group Behaviour**

If the rider does not comply with local traffic laws, or does not practice safe group travel practices as described by the tour leader and by guidelines provided by Dualsport Adventures & Rentals (Pty) Ltd, the agreement with the rider may be cancelled and riding privileges will be suspended. Riding privileges will be suspended for anyone under the influence of drugs or alcohol.

*Participants agree to refrain from alcoholic beverages until the motorcycles have been parked for the night.*

All fines issued while said dates of rental will be charged to THE RENTER and be processed without any so said clearance by Dualsport Adventures (Pty) Ltd. Fines often only reach offices 3 months after rental date and BE charged to credit card used for the security deposit.

### **Security deposit Arrangement**

An additional Excess of ZAR5000 will be charged for riders under 25 years old.

An additional Excess of ZAR2000 will be charged for riders with a learners license.

The rider must be in possession of a valid motorcycle license or for motorcycles larger than 250cc with no endorsements.

A valid identity document or passport must be produced.

Please note that our rates include personal and comprehensive insurance - but the rider will be liable for ZAR25 000 (we **charge** your credit card with a security deposit of ZAR25 000) in the unlikely event that you do have an accident. All minor damages under ZAR25 000 will be paid for by the renter dually deducted from holding deposit.

#### **Note:**

Luggage Panniers and accessories cannot be insured and damage to these items will be recovered at the replacement value.

Excess is per accident.

Excess does not include collection of motorcycle, recovery fees and administration fees of R1000.

The minimum period of hire is 24 hours.

Collection and Delivery of motorcycles are subject to additional charges of R530 within a radius of 50km from Cape Town. AA rates apply at ZAR3.30 per kilometre and are not included in the hiring rates.

Distances are calculated from the pickup point.

Afterhours, weekends and public holidays pick up or drop will have an extra charge of R450

Bike Fuel is not included in the rates.

Motorcycles are hired out with a full tank and must return with a full tank.

Charges for refuelling are ZAR350 per motorcycle plus fuel.

**Bike fuel is not included in the rates or tours** unless specified in special tours by the operator in writing.

All prices are quoted in South African Rand, Including VAT and are subject to change without prior notice.

### **Terms of payment:**

#### **Cash**

#### **Electronic Funds Transfer:**

Simply make a payment in your local currency into a local bank account in your own country. This is the most affordable way to pay.

Dualsport Adventures & Rentals (Pty) Ltd, ABSA Bank, Acc. 4053636028, Branch. 632005 SWIFT Code ABSAZAJJ **Credit card** on demand, we honour VISA and MASTERCARD Only.

There will **be a charge of 2.5%** if you are paying by credit card. This amount will automatically be added to your payment.

**Initial Please**



**Security Deposit:**

Security deposit is payable on a valid credit card to the amount of R25,000. The holding deposit will be processed as a transaction and will be refunded once the motorcycle is returned and checked. The full deposit with no commissions will be payable back to the credit card owner to the exact credit card within 72 hours or 3 working days of the motorcycle being returned, washed and checked by Dualsport Adventures & Rentals (Pty) Ltd. 300km per day included in daily rental price.

Any damage, (after quotation), re-fuelling, tyre damage, extra mileage over and above will be deducted from the held deposit.

Under no circumstances may a motorcycle leave the borders of the Republic of South Africa without our permission. If you plan to visit a neighbouring country with our motorcycles, please contact our office well in advance.

Dualsport Adventures & Rentals (Pty) Ltd is not liable for third party liability claims against the rider or renter. On booking the customer agrees to terms and conditions as well as cancellation fees.

By DUALSPORT at \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_ 2016

AS WITNESS:- \_\_\_\_\_  
DUALSPORT ADVENTURES

By THE RENTER at \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_ 2016

AS WITNESSES:-

\_\_\_\_\_  **Full Signature** \_\_\_\_\_  
Full signature of Witness

\_\_\_\_\_ RENTER NAME PRINTED: \_\_\_\_\_  
Witness name printed

Date of RENTAL: \_\_\_\_\_ MBH INVOICE REF:- \_\_\_\_\_

**Please note: Every page must be initialled next to arrow. Full signature on last page.**