



# MOTORCYCLE RENTALS & TOURS



MAPA LEFA TRADING (PTY) LTD t/a **GS Africa Rentals and Tours**

**REGISTRATION:** 2020/679835/07

Cape Town, Johannesburg, Durban

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## Terms and Conditions of Motorcycle Rental Hire

The present general conditions govern the contractual relationship between **GS Africa Rentals and Tours** ("the provider/lessor") and the Client ("the lessee"), under which the first grants to the second the use of a motorcycle for the term, price and other conditions set out in the Rental contract.

- 1) The Client must be in possession of a valid and unendorsed motorcycle driver's license at the commencement of the agreement, which for licenses issued in SA means a Code "A" license. The Client must be over the age of 21 and must have a valid unendorsed motorcycle license. Within reason, The Client warrants that he / she is accustomed to the operation of the motorcycle he / she is renting.
- 2) The Client signing this agreement warrants that he / she will be the sole motorcycle driver for the duration of the rental period and that he / she shall not permit anybody else to take control of said motorcycle for ANY reason.
- 3) The Client further warrants that he / she shall never operate said motorcycle under the influence of alcohol, medication or other unlawful substances as doing so can lead to imprisonment, confiscation of the motorcycle and serious injury or death.
- 4) In the event that there will be more than one (or more) driver/s, both (all) drivers must sign this form below and are deemed to be full parties to this agreement and accept all terms and conditions attached thereto. The same applies to any pillion riders who must also sign this agreement where indicated.
- 5) Unless otherwise agreed the principle Client undertakes that he / she will not do or cause anything to be done that in any way is in breach of this agreement. It is explicitly understood and agreed that The Client rents said motorcycle purely for private use within the ambits of the law and said motorcycle will not be sub rented or used for ANY commercial or competition purposes whatsoever without the express written consent of The Provider.
- 6) Where such consent is given, The Provider has in no way contracted with any possible 3<sup>rd</sup> party and all and any arrangements are then deemed to be between The Client and such 3<sup>rd</sup> party whilst The Client remains fully liable to The Provider in terms of this agreement.
- 7) Fuels (and oils) are not included in this rental agreement and as motorcycles are handed to The Client with a full tank and oil at the correct level, The Client is obliged to return the motorcycle with a full tank and oil will be checked, topped up and charged to The Client if necessary upon return. The Client is requested to regularly check oil levels on longer tours and if necessary, he is to top up the prescribed oil only **and in the event of any doubt regarding this or any other problems please ALWAYS call The Provider. Re-Fuelling is with UNLEADED PETROL ONLY.** In the event the motorcycle is not fully fuelled upon return, a fuel up fee of R450 shall apply and will be charged to The Client. Excess kilometres travelled will be charged at R3.55 per kilometre. See paragraphs 20) and 21) on page 4.
- 8) The Client warrants that he is familiar with all rental charges, charges per kilometre as well as all and any penalty charges and / or discounts and that these have been fully explained to him, he understands the same and he undertakes to return the motorcycle on the date and time as agreed between the parties.
- 9) Motorcycles must be collected and returned to the premises of The Provider but alternative arrangements can be made for Clients and Clients can be collected or dropped off anywhere in the Cape Peninsula, which will be charged at R5.70 per km.
- 10) Within 100 km's of the Cape Peninsula the above rate applies in the event of an accident or if the Client is unable to return to The Provider under his own power due to a malfunction caused by The Client. In the event the malfunction is due to The Provider's fault, such recovery of motorcycle and Client is at no charge.
- 11) In the event such recovery is required due to a puncture, The Client will pay 100% of said charges.
- 12) In the event The Client and motorcycle are outside the Cape Peninsula ad hoc arrangements for collections and payments to suit both parties will be made. Please call The Provider – see numbers below.
- 13) In the event The Client leaves his luggage/own transportation at the premises of The Provider whilst renting a motorcycle The Client acknowledges that he does so at his own risk and The Provider in no way accepts any liability for any loss or damages regardless of howsoever incurred whilst said transportation is parked with The Provider.
- 14) Any rental extensions or late returns must be communicated to The Provider immediately that such an event becomes a possibility as:
  - a) The Provider may have rented the motorcycle to the next party from a specific time & date.

- b) Without due notification, the motorcycle is uninsured for the current Client beyond the agreed return time and date which, by implication means The Client will be fully liable for the motor cycle and all occurrences beyond the agreed time and date as set out herein.
  - c) In the event the motorcycle is not returned to The Provider within 24 hours of the agreed time and date and The Provider has not been contacted by The Client in any way, The Provider will be obliged to contact the South African Police Services and Tracetec Vehicle Recovery Service, in order to ascertain the whereabouts of The Client and the motorcycle upon which The Provider will resort to whatever means possible for the recovery of the motorcycle.
- 15) Under no circumstances may any motorcycle be taken beyond the territorial borders of The Republic of South Africa unless this has been specifically discussed and agreed with The Provider. In any event The Client will encounter major administrative problems should he attempt such border crossing without the necessary documentation, which can only be provided by The Provider.
- 16) The Client should note that the rental motorcycles other than BMW GS models are NOT SUITED for riding on un-tarred roads and as such, rented motorcycles MAY NOT BE OPERATED on gravel or dirt roads as this also dramatically increases the risk of accidents, injury or death. Please also note that by law helmets must be worn throughout the Republic and neighbouring countries.
- 17) Any traffic fines (or other damages, repairs etc) incurred by the motorcycle whilst under the control of The Client shall be disclosed to The Provider upon the motorcycle being returned and the paperwork (or copies thereof) relating to such fines (if any) shall be handed to The Provider. In some cases, fines may not be "evident" to The Client as such fines may be the result of camera operated speed controls in which case the fine may only reach The Provider some time after expiry of the rental period but in all cases The Client shall remain liable for the payment of such fines as well as a R450 administration fee. Should the client not pay such amounts owing to them, The Client authorises GS Africa to redirect the fine onto the client's name, providing the South African Metro Police Traffic Department with his/her home address, copy of passport/ID and riders license.

Clients Permanent Home Address – Street Number: \_\_\_\_\_ Street Address: \_\_\_\_\_  
 City: \_\_\_\_\_ Country: \_\_\_\_\_ ZIP Code: \_\_\_\_\_  
 Next of kin – or contact person name (in case of an emergency) : \_\_\_\_\_

- 18) Whilst the motorcycle is fully insured for normal operations, such insurance could be nullified **in the event The Client operates the motorcycle recklessly**, leaves it unlocked or uses it as contemplated in paragraph (3&5) above. In such an event The Client becomes liable for ALL costs and liabilities arising from such a situation and he hereby indemnifies The Provider against all and any claims that may be constituted against him including 3<sup>rd</sup> party claims.
- 19) Both The Client and The Pillion acknowledges and understands:
- 18.1) the dangers associated with the driving of a motorcycle. Notwithstanding the foregoing, The Client and The Pillion acknowledges and understands that The Provider:
- 18.1.1) shall not be liable for any loss of or damage to any property left or transported in or upon the motorcycle;
- 18.1.2) does not accept responsibility for any damages (whether consequential or otherwise) arising from any defect, mechanical failure, breakdown or other circumstances relating to the motorcycle;
- 18.1.3) shall not be liable for any loss or damages of whatsoever nature arising out of any injury which may be sustained by The Client and/or The Pillion, howsoever such loss or damages may have been caused including and without limiting the generality of the foregoing, the negligence of The Provider and/or its employees or whether the motorcycle or any part thereof is defective.
- 18.2) The Client and The Pillion hereby indemnifies and holds The Provider harmless against all and any claims of whatsoever nature which may be brought by any passenger on the motorcycle or a third party arising from an incident involving the motorcycle/s and without limiting the generality of the foregoing, irrespective of the negligence of The Provider and/or its employees or whether the motorcycle or any part thereof is defective
- 20) In any event, The Client hereby agrees and accepts that in the event of ANY insurance claim a maximum excess as stipulated on his Bike Rental Estimation and/or Bike Rental Invoice shall apply and that he (The Client) shall be responsible/liable for such excess or for ANY repairs or replacements as below or to that amount as well as a R2000 administration fee for any Insurance claim.
- 21) The Client also agrees that he rents said motorcycle ENTIRELY at his own risk and regardless of the circumstances or reasons, he hereby indemnifies The Provider and all his employees or agents against all loss, damage or injury to persons or property even if the same occurred due to negligence or non performance on behalf of The Provider or his employees or agents.
- 22) Advance bookings must be accompanied by an emailed copy of The Client's ID book, passport or other acceptable means of identification as well as a copy of his driver's license, the originals of which must be produced to The Provider upon The Client collecting the motorcycle. The Client will also be asked to complete and sign this contract and email such signed copy to The Provider in advance (Terms & Conditions of Motorcycle Rental).
- 23) By signing this contract and supplying The Provider with his credit card details, The Client automatically and irrevocably authorises The Provider to:
- a) Immediately upon receiving the documentation as per (20) above, debit a NON-REFUNDABLE BOOKING DEPOSIT of 33% calculated on the full ascertainable value of the entire rental against the card in the event of an advance booking.

- b) Debit the full ascertainable balance of the rental against his card 60 (sixty) days PRIOR to collecting the motorcycle.
  - c) Debit all and any amounts contemplated if and when due, in paragraphs 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and above against his card, regardless of how much time has elapsed before any such charges may come to light.
  - d) In the event the Provider is unable to process the transactions as per (a) & (b) above, this contract is immediately revoked and null and void unless The Client is able to affect another form of payment acceptable to The Provider.
  - e) In the event any charges as contemplated in the paragraphs referred to in (c) above come to light after the end of the rental period and The Provider is unable to use The Client's Credit card for payment of the same, The Client shall remain liable for all such charges and the cost of recovery thereof plus interest at the ruling prime rate until such a time as such outstanding amounts are fully settled.
- 24) In the event of any breach of contract or any dispute regarding the contract arising from this rental The Client accepts that all and any costs arising from such a situation will be for his account.
- 25) GS Africa reserves the right to refuse any rental to safeguard itself, should this become necessary for any reason.
- 26) The Client, any additional drivers and pillions hereby undertake to: -
- a) Exercise the utmost care and caution in the operation and use of the motorcycle
  - b) Return said motorcycle in the same good condition in which it was received
  - c) Abide and adhere to the terms and conditions of this agreement to the best of their ability.
- 27) As a guideline for The Client, herewith an indication of possible additional costs in the event any rented motorcycles or items supplied as part of a rental, are lost or damaged as a result of negligence: -
- |                  |        |                |        |
|------------------|--------|----------------|--------|
| a) Helmet        | R2 500 | j) Lever       | R1 500 |
| b) Visor         | R1 000 | k) Mirror      | R2 000 |
| c) Gloves        | R1 500 | l) Screen      | R4 000 |
| d) Jacket        | R3 000 | m) Pannier     | R5 500 |
| e) Rain Suit     | R1 000 | n) Tank Spray  | R3 500 |
| f) Keys          | R2 000 | o) Fender      | R2 500 |
| g) Engine Guard  | R3 500 | p) Indicator   | R1 800 |
| h) Body Part     | R4 500 | q) Panel Cover | R5 000 |
| i) Crash bar set | R4 500 |                |        |

28) Authorisation to deduct funds from client's credit card/bank account for Insurance Excess Damages Deposit  
 I / we, the undersigned, hereby acknowledge and give permission to GS Africa Rentals to authorise from my provided Credit Card/Bank Account details the bike insurance excess deposit amount of RXXXXX.XX and in the event of any accident or damages claim, I authorise the immediate deduction of the said insurance excess amount mentioned in the Rental Invoice, together with a R2 000.00 administration fee and acknowledge that I will present the above credit card/bank account details on receipt of the rented motorcycle (out of my own free will). I accept responsibility to return the motorcycle I hired in the same condition as when I collected it, and being responsible for any damages that occurred for the entire rental period whilst the bike was rented by me by being responsible for the said damage.

29) Authorisation of credit card payment/bank transfer for repairs to damaged motorcycle  
 I / we, the undersigned, hereby acknowledge authorise and instruct GS Africa Rentals and Tours to debit my credit card/bank account upon verbal and/or written request as declared below for the means of payment for the repair work of damages caused to the following motorcycle whilst in my care for the duration of my rental period:

#### MOTORCYCLE DETAILS

Make \_\_\_\_\_ Model \_\_\_\_\_ Registration \_\_\_\_\_

#### CREDIT CARD DETAILS

Credit Card Type: VISA \_\_\_\_\_ MASTER CARD \_\_\_\_\_

Credit Card Number: \_\_\_\_\_

Expiry Date: \_\_\_\_\_ (MM/YY)

OR

#### BANK ACCOUNT DETAILS

Name & Surname of account holder: \_\_\_\_\_ Physical Address: \_\_\_\_\_

City Province/State: \_\_\_\_\_ Country: \_\_\_\_\_

Account Number: \_\_\_\_\_ Name of bank: \_\_\_\_\_ Name of branch: \_\_\_\_\_

Physical Address of branch: \_\_\_\_\_ Country \_\_\_\_\_ Swift Address: \_\_\_\_\_

Payment for repair amount of damages in ZAR: \_\_\_\_\_

.....  
SIGNATURE

.....  
DATE OF RETURN OF MOTORCYCLE

### 30) FORCE MAJEURE

#### DEFINITION

The parties agree that one or more of the following events, circumstances or occurrences will constitute prima facie force majeure for the purposes of the Conditions, subject to the qualifying requirements:

- a) Acts of God and casus fortuitous: physical, natural causes which cannot be foreseen or prevented and which without limiting the generality of the aforesaid includes tornadoes, death, extraordinary high tides, tidal waves, violent winds, storms, floods, earthquakes, earth tremors, volcanic eruption, hurricanes, tornados, typhoons, cyclones, landslides, subsidence, lightning strikes, fire and other natural disasters;
- b) Industrial action such as strikes and lockouts, riots, protests and protest action, whether of a political nature or not;
- c) War, sabotage, revolution, terrorism, civil commotion, riots, insurrection, invasion, blockade or boycott;
- d) Epidemic, pandemic or the outbreak any other life and/or health threatening diseases, whether infectious, contagious or not, or events such as the spillage of dangerous contaminants or severe air, water, soil or substance pollution;
- e) Any other event that is due to an irresistible force, unavoidable and external accident;
- f) Breakdown of public services and amenities;
- g) National and/or regional border closures and international, national and/or regional or transport travel or transport bans or restrictions whether taken and/or implemented by the government of any country included in the client's travel itinerary;
- h) The geographic location, origin and/or epicenter of the Event is irrelevant as the only yardstick is the impact on the contractual obligations of the parties;

#### QUALIFYING REQUIREMENTS

The parties agree that the above prima facie force majeure events ('the Event') will only qualify as such if all of the following conditions are met:

- a) The party invoking force majeure ('the Force Majeure Party' - 'FMP') must immediately advise the other party (*'the Force Majeure Recipient'* - 'FMR') in writing;
- b) The Event must not be due to the fault, negligence or breach of contract on the part of the FMP;
- c) The Event must destroy the subject matter of the contract and means of performance to such an extent that performance becomes permanently impossible and NOT simply difficult, burdensome or economically onerous to carry out;
- d) The FMP uses and has used due diligence and its best commercially reasonable endeavours to overcome and/or remove and/or alleviate and/or mitigate the Event;
- e) The FMP must mitigate its own damages;
- f) The FMP must take all reasonable steps to avoid non-performance;
- g) Any steps taken by any country's government must be as a result of the Event which results in and meets any one or more of the above Qualifying Requirements;
- h) The Event must not be of a temporary nature but if it is anticipated to endure for an unreasonably long period, it will be regarded as permanent

#### REMEDIES

- a) If the parties are in disagreement about the Definition or the Qualifying Requirements, the parties will apply the Dispute Resolution clause of the Conditions;
- b) If any one or more of the Qualifying Requirements are not met\*\*, the FMP will have the option to agree a postponement with the FMR and the contract will be performed at the postponed date or the FMP can on its sole discretion cancel the contract and the cancellation provisions set out above will apply. The exercise of the option to cancel will be at the discretion of the FMP and regardless of the views of the FMR – the test is an objective one\*\*.
- c) If the parties are in agreement that the Qualifying Requirements have been met, then parties will in the first instance use their best endeavours to agree on the postponement of performance of the contract and failing consensus in that regard, the FMR will use its best endeavours to reimburse the FMP all monies received from it and paid to such Third Party Service Providers which it manages to recover less irrecoverable disbursements and a reasonable management, commission and service fees.

## DECLARATION

I / we, the undersigned, hereby **acknowledge** that we have read and understood the above terms and conditions of this rental agreement as per pages 1, 2, 3, 4, 5 and hereby agree and consent to all contained therein and to be bound thereby.

**Please be sure to indicate “The Pillion” and provide all relevant documentation for “The Pillion” as well as “The Client.” This is necessary for insurance purposes**

\_\_\_\_\_  
Signature (RIDER)

\_\_\_\_\_  
Print Name (RIDER)

\_\_\_\_\_  
Date

+ \_\_\_\_\_  
Rider's Phone Number

\_\_\_\_\_  
Rider's Email Address

### **For The Pillion to complete:**

\_\_\_\_\_  
Signature (PILLION)

\_\_\_\_\_  
Print Name (PILLION)

\_\_\_\_\_  
Date

### **For The Provider to complete:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date