

## Terms and Conditions – Guided Tours

Tour Operator:	SAMA TOURS CC: REG# 2003/034953/23
Tour Booking Form:	By submitting your booking form and paying a deposit fee you accept these terms and conditions as a binding contract between SAMA TOURS and you the participant. <b>Please read the terms and conditions carefully!</b>
Age Limit:	Minimum age requirement, 25 years of age (Unless circumstances are discussed and agreed to by management in writing)
Indemnity & Disclaimer:	Every Participant of a Guided Tour operated by SAMA TOURS is required to accept and sign an Indemnity & Disclaimer before the start of the tour. A copy of this can be provided if requested.
Reservation and Deposit:	A booking deposit of 10% is required at the time of booking in order to secure the bookings for the tour. The balance of the tour cost is due 60 days before the tour starts. If the total balance is not received 60 days before the tour, SAMA TOURS reserves the right to treat this reservation as canceled and charge the cancellation fee.
Motorcycle Rental:	Rental motorcycles are provided as part of the Guided Tour Package. The motorcycles that will be used are specified in the tour cost. In the event of mechanical breakdown of the motorcycle, SAMA TOURS undertakes to supply a replacement motorcycle of the same type within 24 hours to the participants.
Safety Deposit:	A safety deposit has to be paid to SAMA TOURS 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 insurance excess. The safety deposit will be refunded upon return of the undamaged motorcycle. The rental period is not interrupted due to the inability of a renter to ride or for any other reason. During the tour SAMA TOURS is not obliged to replace a damaged motorcycle.
Price of Tour Includes:	All items listed under “tour price includes”. In the case that there are less than three motorcycles rented out for a given tour, there will no longer be a back-up vehicle provided for the duration of the tour, however, a tour guide on a motorcycle will still escort and guide the tour. Side panniers and top boxes will be provided for participant’s luggage
Price of Tour does not include:	All items not mentioned as included and those that are listed as “Tour Price Does Not Include”.
Luggage:	SAMA TOURS assumes no responsibility for loss, damage or delay in delivering luggage to tour participants, luggage turned over to SAMA TOURS for storage is stored at participants own risk..

**Cancellation and Refunds:** (1) Cancellations received more than 60 days prior to departure will be subject to the full amount of the deposit paid (2) Cancellations received less than 60 days prior to departure but more than 20 days prior to departure will be subject to a cancellation fee equal to 50% of the tour cost. (3) Cancellations received less than 20 days prior to tour departure will be subject to a cancellation fee equivalent to 100% of tour cost. No exception to this policy can be made for any reason.

**Rebooking:** One rebooking, not less than 60 days prior to departure is possible.

**Traffic & Driving laws :** If the customer does not comply with or contravenes any traffic laws , the contract may be cancelled by SAMA TOURS and the rental motorcycle secured. Riding under the influence of alcohol or any drugs is strictly prohibited and will result in the summary cancellation of the booking and the customer will be obliged to return the motorcycle forthwith.

**Passport, Visa, Driving and Health Regulations:** The customer is responsible for complying with these regulations and all consequences resulting from non-compliance

**Responsibility:** SAMA TOURS 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 media. SAMA TOURS carefully selects and constantly checks its contractors, such as hotels and restaurants. However any claim that arises due to any act of omission of one of the aforesaid must be lodged with such service provider. SAMA TOURS is responsible for conscientious travel preparations. SAMA TOURS is not responsible or liable for any accidents. SAMA TOURS reserves the right without prior notice to withdraw any part or all of a tour, to make such changes as may be necessary and the extra cost, if applicable, resulting there from, shall be paid by the customer. Furthermore, it is agreed and understood that the owners, operators and agents of this tour including SAMA TOURS are not the guardians of any customers safety and they, individually or collectively can not be held liable in any way for any occurrence in connection with the operation or the clients 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. SAMA TOURS is not responsible for any delays, changes in schedule or other conditions.

**Alterations to Tour Schedule:** Some tours operate on a seasonal basis and where seasonal variances or weather conditions cause changes in the tour routing or accommodation, the itinerary will be adjusted accordingly and alternate hotels, restaurants and roads will be used.

**Weather & Road Conditions:** SAMA TOURS strives to schedule its tours at the time of the year when the weather in the touring area is usually pleasant for motorcycling. Tours may pass through areas where weather conditions can change very fast and significantly. SAMA TOURS can not be made liable for unpleasant or unsuitable weather or road conditions and no refunds are made for such conditions. We suggest you check the condition of the roads on your itinerary with the Automobile Association prior to your departure.

**Tour Rates:** Tour rates may change if cost factors, including but not limited to Hotels, Motorcycles, insurance, international currency fluctuations etc, dictate the need for rate increases. If required SAMA TOURS may in its sole discretion do so at any time prior to 60 days before departure.

**Insurance:** SAMA TOURS recommends that you take out personal accident, medical and adequate travel insurance that cover you personally for riding motorcycles with an engine size of 650cc or above in a foreign country . These insurances are not in any way included in the tour price.

**Verbal Changes:** Verbal changes of contract are invalid unless confirmed in writing by SAMA TOURS.

**Printing errors and calculation**

**Mistakes:** SAMA TOURS reserves the right to correct typing/printing errors or calculation mistakes at any time and accepts no liability for such errors or mistakes

**DECLARATION**

**I acknowledge that I have read the above terms and conditions and am satisfied with the content therein and agree to be bound thereby.**

**RIDER**

FULL NAME: \_\_\_\_\_

PASSPORT NUMBER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**PASSENGER/PILLION**

FULL NAME: \_\_\_\_\_

PASSPORT NUMBER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_