



TRAVEL CONDITIONS

For Cyclohololic Pty. Ltd

Established and employed: 26a Summit Road, Sheffield Beach, South Africa, hereinafter referred to as Cyclohololic

Article 1: Definitions

These terms and conditions include:

- 1) **Travel:** A clinic, activity and / or trip organized by Cyclohololic;
- 2) **Cyclohololic:** the counter party of the traveller;
- 3) **Booking Office:** The company that intermediates between the traveller and Cyclohololic upon the conclusion of the travel agreement;
- 4) **Travel Agreement:** An agreement whereby Cyclohololic commits to deliver an organized clinic, trip, tour or activity as well as at least one of the following services:
 - a) transport;
 - b) stay;
 - c) another service not related to accommodation or transport, which is an integral part of the clinic, trip, tour or activity.
- 5) **Traveller:** The counter party from Cyclohololic or the one for whom a trip has been organized and has accepted this agreement.
- 6) **Working days:** Monday through Friday except the recognized holidays in South Africa.
business hours: Monday to Friday from 9:00 to 16:00.

Article 2: Applicability of these Terms

- 1) These terms and conditions apply to all travel agreements as well as to agreements relating to travellers with their own means of transport and transfers by car, bus, boat or plane.
- 2) If mentioned by the travel organization, these travel conditions may also apply to agreements relating to other trips.
- 3) For trips with a higher risk, it is possible that there are additional clauses applicable, this will be mentioned in the description, clinic, tour, trip or activity.
- 4) In addition to these travel conditions, participants of clinic's, MTB and race bike tours have to sign a "declaration of participants". This statement must be signed by the participant before the trip begins. The document is available at www.cyclohollic.nl

Article 3: Agreement

- 1) The agreement is concluded by acceptance by the traveller of the offer of Cyclohollic.
- 2) The acceptance can take place either directly or through the intermediary of a booking office.
- 3) Bookings by telephone, e-mail and by post containing all required personal information will be considered as official bookings regardless of the date of departure and are binding.
- 4) Cyclohollic's offer is free of obligation and may be revoked by Cyclohollic.
- 5) For the conclusion and execution of the agreement, the traveller will provide Cyclohollic or the booking office all the required information regarding him/her self and any other traveller (s).
- 6) Cyclohollic reserves the right to have the clinic, trip, tour or activity executed by third parties, however, in accordance with the terms and conditions agreed by the traveller with Cyclohollic
- 7) Anyone who enters an agreement on behalf of or for the benefit of another party is jointly and severally liable for all obligations arising from the agreement.
- 8) If the agreed trip is included in a publication of Cyclohollic, the information contained herein forms part of the agreement.
- 9) Apparent errors and mistakes in a publication do not bind Cyclohollic.
- 10) Medical essences require the written consent of Cyclohollic.
- 11) For journeys involving transport, the duration of the tour in the publication is stated in days, the days of departure and arrival, regardless of departure and arrival time, are counted as full days. For travel elements, departure and arrival times will be stated in the travel documents. These times are final. Cyclohollic can only deviate for justified reasons and within reasonable limits of these times.
- 12) Cyclohollic accepts no responsibility for photographs, leaflets and other information material issued under the responsibility of third parties.

Article 4: Payment

- 1) The amounts stated in these terms are, if applicable, including VAT.
- 2) At the conclusion of the agreement, an amount equal to 30% of the total invoice amount must be paid unless otherwise specified in the relevant publication.
- 3) The balance of the invoice must be in possession of Cycloholoc or the booking office no later than 30 days after the confirmation that the trip will be made.
- 4) In case of late payment, the traveller is in default and is hereby notified by or on behalf of Cycloholoc. If the traveller does not pay after the notification, the agreement is regarded as cancelled on the day of default. Cycloholoc has the right to charge the cancellation fee due. In that case, the provisions in Article 10 shall apply and the amounts already paid shall be deducted from the cancellation fees.
- 5) If the agreement is reached within 30 days of the confirmation that the trip is made, the entire invoice amount must be paid immediately.

Article 5: Travel rates

- 1) The published travel fee applies, unless otherwise indicated, per person. This includes the services and facilities listed in the publication.
- 2) The published travel rate is based on prices, exchange rates, taxes and duties, as these were known to Cycloholoc at the time of publication.

In case of a change of the exchange rate between Euro and South African Rand of more than 1%, we reserve the right to adjust the prices.

Article 6: Documents

- 1) The traveller must be in possession of the required documents such as a valid passport or, where permitted, an identity card and any visa required upon departure and during the trip.
- 2) If the traveller is unable to or can only make a part of the trip due to the absence of any valid document, the resulting consequences will be borne by the traveller.

Article 7: Insurance

Cycloholoc recommends that you get a travellers cancellation insurance. Travel insurance with outdoor sports cover and repatriation is obligatory.

Especially when traveling with your bike, the standard luggage cover is often too low to ensure the equipment is sufficient covered.

Article 8: Travel documents

The required travel documents will be sent to the traveller no later than 7 days before the day of departure, unless this term is to be exceeded for legitimate reasons.

Article 9: Substitutions

The traveller may be replaced by another if: - the other complies with all conditions attached to the agreement and; - the request has been submitted no later than 7 days before departure; - and the conditions of the authorities / organizations / service providers involved in the execution of the clinic, trip, tour or activity, have no objections.

Article 10: Cancellation or amendment

- 1) If an agreement is cancelled by the traveller, each traveller is has to return the deposit and the full travel amount.
- 2) If you have a replacing participant, then the participant can replace you without any additional costs if we are notified in time.
- 3) If different cancellation provisions apply, this can only be done if it is clearly stated in the relevant publication.
- 4) When a traveller books an airline ticket through Cycloholic, different cancellation conditions apply from the moment of booking of the airline ticket. In case of cancellation after the airline tickets are booked, the total cancellation fee of the airline ticket will be added to the normal cancellation fee (see item 2). If the traveller books a flight ticket himself, it is not covered by the cancellation insurance that the traveller has booked with Cycloholic.
- 5) Cancellation of an agreement by one or more travellers who have jointly booked an accommodation is regarded as a cancellation of all agreements, so that all passengers must pay the amounts referred to in the previous paragraphs.

If the remaining travellers want to stay in the accommodation, that is possible but they will have to pay the total amount for the entire accommodation.

- 6) If different cancellation conditions apply, they will be mentioned in the travel information of the relevant trip.
- 7) Cancellation insurance applies to the date of travel and travel expenses, as included in the original travel agreement. If the traveller makes changes after the moment of booking (e.g. booking an extra night), these are not covered by the cancellation insurance cover.
- 8) Cancellation by the traveller must be reported as soon as possible (reizen@cycloholic.nl) and will only be processed on working days during office hours. Cancellations outside these office hours are deemed to have been made on the next working day.

- 9) Cycloholic has the right to terminate the agreement with immediate effect if the number of applications is less than the required minimum amount stated in the publication. Points 11 to 16 shall not apply.
- 10) If Cycloholic cancels the agreement, this must be done in writing (by email) and no later than one month before the agreement is completed. The traveller can then rebook for another trip free of charge. The price difference will be remitted or invoiced.
- 11) The travel organization has the right to change the agreed service on one or more essential points due to severe circumstances.
- 12) Severe circumstances are, conditions of such nature that further execution of the agreement with Cycloholic cannot reasonably be expected. If the cause of the change can be attributed to the traveller, the resulting damage will be borne by the traveller.

Cycloholic must make another proposal to the traveller for an alternative trip within two working days after the severe circumstances have occurred. This not obligatory if the reason for the change is attributable to the traveller. The traveller can reject the change (s).

- 13) The alternative offer must be at least equivalent. The equivalence of alternative accommodation must be assessed according to objective criteria and should be determined according to the following conditions which must be apparent from the replacement offer: a. The location of the accommodation in the place of destination; b. the nature and class of the accommodation; c. the facilities that the accommodation offers.
- 14) If the offer referred to in paragraph 13 is rejected by the traveller or such a proposal is not made, paragraph 15 applies.
- 15) The traveller who uses his right to reject the change or alternative offer must inform this within three days of receiving the notice of the change. In that case, Cycloholic has the right to terminate the agreement with immediate effect. Cycloholic must do this within seven business days of receiving the notice of the change by the traveller.
- 16) The traveller is entitled to a refund or cancellation of the amount due or a proportion thereof if the trip has already been partially made. The traveller has the same right in case he rightly rejects a change which causes him a substantial disadvantage.
- 17) Cycloholic is obliged to inform the traveller of a change made by him in the departure time. This obligation does not apply to the return trip to travellers who booked for transport only and / or whose address is not known.
- 18) Changes in the program or schedule are not a reason to cancel the travel agreement. Cycloholic will endeavour to offer a best possible alternative program if the regular program/schedule cannot be executed due to weather conditions.

Cycloholic is obliged to inform the traveller about the alternative program/schedule. The alternative program/schedule should be as equivalent as possible with the original program/schedule.

If the alternative program involves additional costs, such as transport costs, then these costs are borne by the participant. The travel agency is obliged to keep any additional costs as low as possible.

Article 11: Liability and Force Majeure

- 1) Without prejudice to the provisions of Articles 9, 10, 12, 13 and 14, Cycloholic is obliged to implement the agreement in accordance with the expectations that the traveller may reasonably have under the agreement.
- 2) If the journey does is not in accordance with the expectations referred to in paragraph 1, the traveller is obliged to notify the parties concerned as referred to in Article 15 as soon as possible.
- 3) If the trip is not in accordance with the expectations referred to in paragraph 1, Cycloholic is obliged to compensate for any damage, unless Cycloholic or the persons who are assisting in the execution of the travel agreement cannot be accounted for the failure to comply because:
 - a) the defect in the performance of the agreement is due to the traveller; or
 - b) the failure to fulfil the agreement could not be foreseen or could not be corrected and is attributable to a third party not involved in the delivery of the services included in the trip; or
 - c) the failure to fulfil the agreement is due to an event that Cycloholic or the person whose assistance he uses in the execution of the agreement could not foresee or correct with all possible carefullness; or
 - d) The failure to comply with the agreement is due to force majeure as referred to in paragraph 4 of this article.
- 4) Force majeure means abnormal and unforeseen circumstances that are independent of the will of the person who invokes it and whose consequences could not be avoided despite all precautionary measures.

Article 12: Assistance and support

Cycloholic is obliged to provide help and assistance to the traveller if the journey does not go in accordance with the expectations that traveller may reasonably have under the agreement.

The resulting costs shall be borne by the Cycloholic if Cycloholic is accountable for the shortcoming in the performance of the agreement in accordance with Article 11, paragraph 3.

If the cause is attributable to the traveller, Cycloholic is obliged to provide assistance and assistance only in so far as it can reasonably be expected from him. In this case the costs are for the traveller.

Article 13: Exclusion and Limitation of Travel Organization

- 1) If Cycloholc is liable for the damage suffered by the passenger pursuant to Article 11, their liability shall be limited or excluded in accordance with applicable international treaties. Cycloholc also does not accept liability for damages for which compensation is due from travel and / or cancellation insurance.
- 2) If Cycloholc is liable to travel to the traveller for the loss of travel pleasure, the compensation shall not exceed the costs for the fee for the trip.
- 3) The exclusions and / or limitations of Cycloholc's liability contained in this article also apply to Cycloholc employees or third parties appointed by Cycloholc.

Article 14: Obligations of the traveller

- 1) The traveller (s) is / are required to comply with all directions from Cycloholc to contribute to the proper execution of the trip and is / are liable for damage caused by his / her unauthorized conduct, according to the measure of behaviour of a correct traveller. Each traveller must request the exact time of departure of the return trip on the tour.
- 2) The traveller who misbehaves or is a nuisance resulting in Cycloholc not being able to execute the trip or limiting the enjoyment of other travelers, can be excluded by Cycloholc from (continuation) of the trip, if not reasonably can be required to comply with the agreement.

All costs incurred shall be borne by the traveller, if and insofar as the consequences of obstacles or charges can be attributed to him. If and insofar as the reason for the exclusion cannot be attributed to the traveller, he will be granted a refund of the travel sum or part thereof.

Article 15: Complaints

- 1) A shortcoming in the performance of the agreement referred to in Article 11 paragraph 2 must be reported to the tour as soon as possible so that they can find a suitable solution.

If the defect is not resolved within a reasonable period and detracts from the quality of the trip, it must be reported to the Cycloholc without delay.

The communication costs will be reimbursed by Cycloholc, unless it appears that they should not have been reasonably required.

- 2) If a complaint has not been resolved in good time or if no satisfaction is provided, the traveller may, in writing, submit the dispute to the Consumer Ombudsman in writing no later than three months after the end of the trip (or after the original departure date) to info@cgso.org.za - +27 (0) 860 000 272.

The Consumer Ombudsman judges under the terms set out in the relevant regulations, the Consumer Protection Act in South Africa.

The decision of the Disputes Committee is binding advice for the parties. A fee is payable for the handling of a dispute.

- 3) The traveller who does not wish to use the binding advisory procedure referred to in the previous paragraph has the right to appeal to the competent court.

This right will expire one year after the end of the journey or if the trip has not found a passage one year after the original departure date.