

General Terms and Conditions

Zuid Afrika MTB Experience B.V.

1. Definitions

Activity: the activity specified in the Agreement, namely mountain biking in South Africa;

Agreement: the agreement relating to the Trip, including the Travel Terms;

Trip: a package holiday;

Travel Terms: these general terms and conditions;

Traveller: any natural person who wishes to enter into, or has entered into, an agreement with ZA MTB Experience relating to a Trip; and

ZA MTB Experience: the travel organiser, Zuid Afrika MTB Experience B.V., registered with the Dutch Chamber of Commerce under number 89781252.

2. Applicability

The Travel Terms apply to all Trips offered by ZA MTB Experience and/or Agreements entered into with ZA MTB Experience.

3. Booking

- 3.1 A Trip can only be booked through the website www.mtbzuidafrika.nl. After a registration has been received through the website, the Traveller will receive a booking confirmation. Subject to the Travel Terms, an Agreement is formed only upon receipt of the booking confirmation.
- 3.2 Persons under the age of 18 are not permitted to participate.
- 3.3 A Trip booking is final. The Traveller has no right to withdraw from the Agreement.
- 3.4 Flights are not included in the Trip. The Traveller must purchase their own airline ticket.

4. Duration of the Trip

- 4.1 The duration of the Trip is stated in whole days on both the website and the booking confirmation. The Trip starts at the arrival airport and ends at the departure airport, both in Cape Town, South Africa. If the Traveller does not use transport from and/or to the airport, the Trip starts or ends at the accommodation.

5. Travel documents

- 5.1 Throughout the Trip, the Traveller must hold the necessary travel documents, including a valid passport and, where required, a visa. The Traveller must check with the relevant official authorities that the information is complete and up to date (recommendation: download the travel app provided by the Dutch Ministry of Foreign Affairs and Customs).
- 5.2 If the Traveller is unable to take all or part of the Trip because they do not hold the correct travel documents, the resulting costs are payable by the Traveller.

6. Obligations of the Traveller

- 6.1 Before the Trip starts, the Traveller must inform ZA MTB Experience of important information, including any illnesses and/or medication use. Failure to provide this information, or providing incomplete or incorrect information, may result in exclusion from participation in the Trip. The refund provisions in Article 12.2 will then apply.
- 6.2 The Traveller must have the fitness and the required or reasonably expected technical ability to complete the Activity. The Traveller is responsible for assessing this themselves. ZA MTB Experience's YouTube channel gives the Traveller an impression of the level of skill and fitness needed to participate in the Activity.
- 6.3 If a physical, mental or other impediment prevents the Traveller from completing the Activity, ZA MTB Experience may exclude the Traveller from participation or further participation in an Activity, or cancel the entire Trip. ZA MTB Experience is not obliged to offer an alternative programme if the Traveller cannot follow the regular programme. The Traveller is not entitled to a refund of the trip price. Any additional costs arising from this are at the Traveller's expense and risk.

7. Insurance

- 7.1 When participating in a Trip, the Traveller must have adequate insurance for all medical costs and personal risks, including repatriation to their home country, ambulance transport and rescue operations. The Traveller must also take out cancellation insurance and travel insurance.
- 7.2 ZA MTB Experience is not liable for loss or damage for which compensation can be claimed under cancellation insurance and/or travel insurance. Such loss or damage must be claimed from the insurance company.

8. Payment

When booking, the Traveller may choose to pay in full or pay a deposit of € 500 per person. If a deposit is paid, the balance must be paid no later than two months before the start of the Trip. For bookings made within two months before the start of the Trip, the full trip price is payable at the time of booking.

9. Transfer of the Trip

- 9.1 Before the Trip starts, a Traveller may transfer the Trip to another person. That person must meet all of ZA MTB Experience's conditions, and substitution must be possible. The transferring Traveller must notify ZA MTB Experience of the transfer by email no later than seven days before the start of the Trip.
- 9.2 The transferring Traveller and the person taking over the Trip are jointly and severally liable for payment of the trip price and any additional costs arising from the transfer, including amendment fees.

10. Changes requested by the Traveller

- 10.1 The Traveller who booked the Trip may ask ZA MTB Experience to amend the Agreement. ZA MTB Experience is not obliged to accept the amendment.
- 10.2 ZA MTB Experience accepts amendments up to 31 days before the start of the Trip. From 30 days before the start of the Trip, the cancellation provisions in Article 12 apply.

11. Changes made by ZA MTB Experience

- 11.1 Before the Trip starts, ZA MTB Experience may unilaterally make minor changes to the Trip. The Traveller will be informed as soon as possible.
- 11.2 In significant circumstances, ZA MTB Experience may change important aspects before the Trip starts, for example by offering an alternative Trip. In that case, the Traveller may accept the change or terminate the Agreement free of charge. If the Traveller accepts the change, this constitutes a new Agreement. If the Traveller rejects the change and the Agreement is therefore terminated, the trip price paid will be refunded. The Traveller must inform ZA MTB Experience as soon as possible, and in any event before the Trip starts, whether they accept the amended Trip. If the Traveller does not respond within the specified period, the change is deemed accepted and the right to terminate lapses.

12. Cancellation by the Traveller

- 12.1 The Trip may be cancelled by email. The date on which the email is sent is the cancellation date. Depending on the cancellation date, part of the trip price will be refunded to the Traveller. The closer to departure the Trip is cancelled, the more costs ZA MTB Experience will already have incurred.
- 12.2 The amounts refunded to the Traveller are as follows:
 - a. up to 12 weeks before departure: 70% of the trip price;
 - b. from 11 to 5 weeks before departure: 50% of the trip price;
 - c. from 5 to 2 weeks before departure: 30% of the trip price;
 - d. from 2 weeks before departure: 0% of the trip price.

13. Cancellation by ZA MTB Experience

- 13.1 Trips are subject to a minimum number of participants. The minimum number is stated for the relevant Trip. If the number of participants remains below this minimum, the Trip will be cancelled. The Traveller will be notified no later than two weeks before the start of the Trip.
- 13.2 ZA MTB Experience may also cancel the Trip if the Agreement cannot be performed due to unavoidable and extraordinary circumstances.
- 13.3 In the above cases, ZA MTB Experience will refund the trip price paid. No compensation is payable. Any other costs incurred by the Traveller, such as vaccinations, visas, airline tickets and insurance, will not be reimbursed by ZA MTB Experience.
- 13.4 ZA MTB Experience may cancel the Trip if the Traveller is unable to complete the Trip or the Activity at the required or reasonably expected level. This also applies if the Traveller does not meet conditions specified in advance, or if incorrect or incomplete information about the Traveller has been provided. The refund provisions in Article 12.2 will then apply.

14. Complaints

- 14.1 If a complaint arises during the Trip, the Traveller must report the problem to ZA MTB Experience immediately. Complaints can be emailed to klacht@MTBzuidafrika.nl. ZA MTB Experience will seek a solution.
- 14.2 If the problem cannot be resolved, possible compensation or an alternative will be considered. The Traveller is not entitled to compensation or an alternative if the problem is attributable to the Traveller.
- 14.3 All complaints that the Traveller considers not to have been fully resolved during the Trip must be reported to ZA MTB Experience by email within two months after the Trip. Complaints received after this period will not be considered.

15. Liability of ZA MTB Experience

- 15.1 ZA MTB Experience is not liable for any loss or damage suffered by the Traveller as a result of a failure attributable to:
 - a. the Traveller, including but not limited to the Traveller's state of health;
 - b. third parties not directly involved in performing the Agreement, where the failure could not have been foreseen or prevented;
 - c. unavoidable and extraordinary circumstances; or
 - d. materials and equipment made available, and other services provided, by third parties engaged through ZA MTB Experience.
- 15.2 Any liability of ZA MTB Experience for loss or damage is limited to three times the trip price, unless the loss or damage results from the Traveller's death or personal injury, or is caused by intentional or negligent conduct by ZA MTB Experience.
- 15.3 ZA MTB Experience is not liable for loss or damage covered by insurance, such as health, travel, event or cancellation insurance.

16. Liability of the Traveller

- 16.1 The Traveller always participates in the Activity at their own risk. By agreeing to the Travel Terms, the Traveller acknowledges the risks involved in the Activity. The Traveller accepts these risks and knowingly participates in the Activity.
- 16.2 The Traveller must follow all instructions given by ZA MTB Experience and/or external guides that are necessary for the proper performance of the Trip. The Traveller is liable for loss or damage caused by failure to comply with this obligation.
- 16.3 The Traveller is liable for loss or damage caused by improper conduct. If the Traveller causes disruption that hinders the proper performance of the Trip, they may be excluded from participation in the Trip. Disruption includes misconduct, alcohol use and/or failure to follow instructions, as well as not having suitable equipment. In such cases, the trip price will not be refunded.
- 16.4 The Traveller indemnifies ZA MTB Experience against claims by travel service providers involved in the Trip (such as external guides), other Travellers or third parties for loss or damage caused by, or attributable to, the Traveller.

17. Governing law

The offer, the Agreement and the performance of the Agreement are governed exclusively by Dutch law, unless this conflicts with mandatory law.