

Specialists in Motorcycle Overland Travel  
Motorcycle and 4x4 Hire



www.MSATravelAfrica.com



2023

## Basic Rental Terms and Conditions for Motorcycle and 4x4, SUV & Camper Hire and Tours in Southern Africa

**MSA Travel Africa Group** does *DO NOT OWN* any vehicles. Rental fleets are owned by our Individual suppliers/Operators/Dealerships and investors.

**Motorcycle Brands Rented:** Yamaha, BMW, Honda, Triumph, Suzuki, Harley Davidson, KTM

**4x4, SUV, Camper Brands Rented:** Toyota Hilux, Toyota Land Cruiser, Ford Ranger, Subaru

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 the **individual operators** we source from for you, the Renter.

**Renters will sign the individual suppliers/Operator's contract on collection of their motorcycles and pay the assigned damages deposit fee to the suppliers/Operators. Individual operator contracts T&C's may vary from brand to brand**

### Motorcycle and Vehicle Rental

On acceptance of rental and tour prices quoted – a 50% deposit is required to confirm the booking. Motorcycles are provided by the suppliers/operators in partnership with MSA TRAVEL AFRICA GROUP to the best match to your request. MSA TRAVEL AFRICA GROUP will attempt to provide the renter with the model of motorcycle or vehicle confirmed to the communication. If, after having confirmed the model of vehicle requested, if suppliers/operators finds that it is necessary to substitute a different model, MSA TRAVEL AFRICA GROUP 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 of 50% and trip cost will be refunded. Standard terms and conditions within this document apply.

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, suppliers/operators reserve the right to substitute the type of motorcycle confirmed. Should suppliers/operators 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.

### Terms of payment:

Cash, Electronic Funds Transfer or credit card on demand, we honour VISA and MASTER CARD Only.

MSA TRAVEL AFRICA GROUP cannot be held responsible for errors and fraudulent transactions on the online payment system implemented- Contact **PayFast.co.za** directly

Within 60 Days from departure = 100% Full payment

All Guided and GPS guided Tours = 50% Deposit payment at time of booking and the balance due 60 days before collection

**NB\*Single Day rentals**, must be paid in full at time of booking, and are non-refundable.

### Booking and Cancellation Policy:

Booking Deposit 50% of total cost payable at time of booking, refundable up to 60 days. All Refunds will attract a 10% of total amount as a handling fee

100% payment 60 Days before departure date

**Self-Guided and Guided Tours:** ALL Cancellations - 25% of total Refunded (Excluding booked and paid Accommodation, guide fees, booking agents commission, Support vehicles including drivers, fuel, vehicle preparation expenses and extras outsourced)

### Cancellation inside 30 Days NO REFUND

In the event of a **natural disaster, act of god, or Force Majeure**. The supplier/operator will make the final decision to extend the credit up to a full 12 months. Accommodation pre-booked and paid, excluded from any refunds. Refunds in any above-mentioned situation is up to the discretion of the supplier/operator, NOT, **MSA TRAVEL AFRICA GROUP**.

All Refunds will attract a 10% of total amount as a handling fee

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

MSA TRAVEL AFRICA GROUP recommends that customers take out adequate travel, health and accident insurance as well as trip cancellation insurance. MSA TRAVEL AFRICA GROUP encourages customers to secure medical evacuation insurance.

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

The cost of the trips quoted are the costs indicated at the time the quotation is given, either via the MSA TRAVEL AFRICA GROUP web site or individual branded websites of our exclusive partners in printed materials. 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, MSA TRAVEL AFRICA GROUP reserve the right to change the costs without notification, and E&OE law applies.

### **Tyre Usage: (Motorcycles only)**

Long term (10 - 15 Days and beyond to Namibia - we insist on a brand-new set of Aggressive Off-road tyres for loose surface and sand) FOR YOUR SAFETY (Namibia is very sandy) - Countries like Namibia its essential to have Aggressive Off-road tyres for the gravel/sand roads, even if the total kilometres do not exceed 4000km.

A Charge of **ZAR4600** applies for trips in excess of kilometres more than 4000km on trip.

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

The rider must be in possession of a valid motorcycle license or for motorcycles larger than 500cc with no endorsements. A valid identity document or passport must be produced on collection of all motorcycles. No licence = no ride. The minimum period of hire is 24 hours.

Collection and Delivery of motorcycles are subject to additional charges of R550 within a radius of 50km from Cape Town. MSA TRAVEL AFRICA GROUP has its own shuttle service and we can collect riders and transport them to the various collection points of our motorcycles.

AA rates apply per kilometre and are not included in the hiring rates.

Motorcycle Fuel is not included in the rates unless specified in guided tours.

Motorcycles are hired out with a full tank and must return with a full tank. Charges for refuelling are ZAR450 per motorcycle irrespective of fuel level.

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

**Damages Deposits:** Refundable in 7 working days after full clean and inspection on motorcycles, up to 21 days on 4x4 hire.

Please note that our rates include comprehensive motorcycle and 3<sup>rd</sup> party insurance - but the rider will be liable for ZAR25 000 per bike (we hold a Damages deposit on your credit card for the duration of the rental period) in the unlikely event that you do have an accident. All minor damages under ZAR25 000 will be paid for by the renter. Damages deposits can be paid in CASH or credit cards, NO DEBIT cards.

Full or partial refunds will be done on full inspection of the motorcycle by an appointed person or the Operator. Rental Fleet suppliers/Operators and manager have full discretion to repair or replace parts damaged. Customers have no rights to collect or demand damaged parts from any accident.

**Neither MSA TRAVEL AFRICA GROUP nor the supplier/operator is responsible for differences in refunds due to ZAR currency exchange during the rental period.**

NB\* Excess does not include collection of motorcycle; recovery fees are additional if the vehicle is crashed and not driveable.

#### **Note:**

Luggage Panniers and accessories like Garmin GPS units cannot be insured and damage to these items will be recovered at the replacement value from the damage deposit.

Under no circumstances may a motorcycle or 4x4 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. MSA TRAVEL AFRICA GROUP is not liable for third party liability claims against the rider or renter.

### **Tyres and Rim Damage:**

Any tyre/rim DAMAGE, punctures, replacement tubes, tyres and puncture kits is for THE RENTER's account, whether on a rental, self-guide or guided tour with a support vehicle.

### **Star Trac Tracking devices - Rider Behaviour:**

The STAR TRAC Tracking devices installed in the motorcycle will alert the Fleet Manager in the event of the following rider behavioural occurrences:

- Excessive Speeding (Above 120km/h national limits, )
- Excessive and erratic Acceleration
- Excessive and harsh Braking
- Rider Down
- Transgression of Geographic Boundaries (If Pre-determined in Rental)

The STAR TRAC system is dependent on Mobile network

coverage for 100% efficiency, and will not hold MSA TRAVEL AFRICA GROUP or STAR TRAC AFRICA accountable for claims of injury or death, or any expenses arising from the failure of the STAR TRAC system

### **EXCESSIVE WEAR AND TEAR:**

Fair wear and tear are included in the RENTAL AGREEMENT. THE RENTERS will be responsible for ALL excessive wear and tear. This pertains to, but is not limited to, the following:

- 1.1 Excessive Tyre Wear – above average tyre usage for the kilometres ridden and in the event of severe tyre and tube damage like pinch flats from road hazards. THE RENTERS will be responsible for replacement tyres and tubes including fitment charges.
- 1.2 Paint and Seat Damage - from knee pads, metal boot buckles, rubbing and scuffing, etc.
- 1.3 Scuffing - from tie downs and tank bags. THE RENTERS will be responsible for re-spraying charges.
- 1.4 **Clutch – burnt clutch, Burnt Brakes from abusive riding**, THE RENTERS will be responsible for a full clutch and brake assembly replacement.
- 1.5 Gears – bad gear choice and additional strain on the gearbox may result in broken and destroyed gearbox; THE RENTERS will be responsible for a full gearbox repair.
- 1.7 Excessive scratches – other than a few crash bar scuffs, where the crash bars have sustained excessive scratching. THE RENTERS will be responsible for re-spraying charges.
- 1.8 Chain Drive – where THE RENTERS have not lubricated the chain daily and excessive wear and tear has occurred, chain and sprocket damage other than what is deemed normal wear for the kilometres ridden.
- 1.9 Scratched crash bars (**ZAR450 Repair charge**) Bent crash bars, bent brake levers and hand guards, bent pannier racks and badly scratched panniers. THE RENTERS will be responsible for a full replacement.
10. Dented or badly dented and broken Panniers – The rider is responsible for total replacement of broken or badly dented panniers and/or bent mounting racks.  
Slightly dented panniers will incur a cost of **ZAR450**  
**Traffic** fines incurred by renters whilst riding the rented motorcycle will be deducted from the renters credit card and subject to a ZAR250 admin fee over and above the fine amount.

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