



TERMS AND CONDITIONS

DEFINITIONS

'Drake Cycle Tours' and/or **'Drake Events'** means Bar Nine One One (Pty) Ltd and is a private company with a limited liability duly incorporated in terms of the laws of the Republic of South Africa, under company registration number CK 2020/213824/07.

'Client' means the individual to which Drake Events renders a Service, as confirmed in the Booking Form.

'Tour' and/or **'Group Ride'** and/or **'Ride'** means the cycle group ride which the Client has selected in writing over e-mail or via Drake Events online entry form.

'Service' means all the service(s) rendered by Drake Events to the Client in respect of the Clients participation in the Ride.

'Booking' means the Booking made by the Client relating to the provision of the Services by Drake Events, upon submission of a Booking Form and payment.

APPLICATION

All quotations or estimates provided by or bookings made with and/or all services rendered by or on behalf of Drake Events are subject to these terms and conditions.

THE CLIENT AND AUTHORITY

The person requesting such quotations or estimates or making such booking or to whom any service is rendered, is deemed to have read and accepted the Conditions and to have the authority to do so on behalf of the person in whose name the estimate or quotation or reservation is requested and/or provided and/or the person to whom the services are rendered.

BOOKING

Unless stated otherwise, all bookings will require full payment upfront. The full balance will be due by no later than the official RSVP cut-off date at midnight. Failure to make payment by the cut-off date will result in your forfeiting of your position in the ride. No verbal confirmations will be accepted to secure your position. Only a Proof of Payment will be accepted.

LATE ENTRIES

Entries will close at midnight on the date communicated with all marketing for the ride. Late entry fees will apply from the cut off time until 14H00 on the day before the ride. Should there be any goodie bags or promotional items handed to riders, the organisers are not obligated to hand out to late entrants.

COVID-19 EVENT CANCELLATION POLICY - TOURS BY DRAKE CYCLE TOURS

In the event that any tour planned by Drake Events is cancelled due to Covid-19, the below terms and conditions will apply.

- In the event of postponement, all confirmed entries will automatically roll-over into the next available date for the calendar year running of the event.
- In the event of cancellation of the calendar year running of the event, the Tour will still proceed, with the last stage not raced, but ridden as a group.
- In the event of cancellation of the event, should you not want to ride the Tour that will still go ahead, your entry will roll over to the next calendar year.
- In the event of cancellation of the event, should you not want to ride the Tour that will still go ahead, and should you not want your entry to roll over to 2022, standard cancellation policies will apply and refunds will be given according to notice period of cancellation prior to the original race date of the tour event date.
- Riders who purchased merchandise will still receive this prior to the original event date, regardless of cancellation.



COVID-19 POSITIVE TEST RESULT POLICY – TOURS BY DRAKE CYCLE TOURS

In the event that the client produces a positive result to the antigen test, the following will apply

- The Client will not be allowed to participate in the Tour
- Any spouse or friend who has entered to ride with the said client, whom has a positive Covid-19 test result, will still have their entry for the tour, provided they do not produce a positive Covid-19 antigen result.
- Should a spouse or friend not want to participate in the Tour due to the client producing a positive Covid-19 antigen result, regular cancellation policies will be in place, as per Drake Events 'Cancellations by the Client' policy.
- The refund will be paid to the client within 30 days of the final day of the tour.

CANCELLATIONS BY THE CLIENT

Should a Client cancel participation in a ride, depending on the length of time before commencement of the tour, the cancellation policy is as follows:

- • 30+ days notice: 100% refund minus any administration charges from third parties
- • 14-29 days notice: 50% refund
- • 7-13 days notice: 25% refund
- • <7 days notice: no refund (date changes may be possible if tour guide / bike rental availability allows)
- Payment Plan: The Deposit on the payment plan is NON Refundable in the case of client cancellation

CANCELLATION BY DRAKE CYCLE TOURS

In the event that Drake Cycle Tours needs to cancel a Ride or Tour, we shall suggest alternative dates for the Ride or Tour, subject to the availability of the Client. Should the Client be unable to participate in the Ride on the dates proposed, Drake Events shall refund the total cost of the Ride or Tour, as paid by the Client upon Booking.

CLIENT RESPONSIBILITY

Participants of the Ride affirm that they are entirely responsible for their own actions, and that any claim for damages to the Company, Drake Events are waived. In particular, clients declare that:

- • They are eighteen years old, as at the date of the ride.
- • They are able to use the equipment provided safely and competently
- • They are responsible for the maintenance and repair of their bike at all times during the Ride
- • When on the bike, the Client will wear a suitable helmet and appropriate riding attire
- • They are of good health and free from any ailment that may be aggravated by strenuous activity and or weather conditions including high humidity and heat
- Participants that are pregnant, disabled in any way or have recently suffered an illness or injury are responsible to consult a physician before participating in the Event.
- They note that the route may contain wild animals, insects and plants.



- They note that the route may pass through water that has not been tested for disease, chemicals or contamination.
- • They are responsible for their own behaviours during the tour, including eating behaviour, pointing beforehand at the time of booking if they suffer of any food intolerance or allergy.
- • Be responsible to obtain adequate insurance in respect of his goods and his/her person in the event of any damage or loss suffered by him/her howsoever arising, as a result of theft, loss or damage to his property and/or personal injury howsoever arising during his participation in the Tour or Ride
- • Ensure that he/she is in possession of a valid passport, visas and all relevant travel documentation in the event that the Client is not a South African resident
- • Comply with all rules relating to the use of public roads and comply with all the safety regulations issued by Drake Events
- • Follow the route provided by Drake Events and obey the directions of Drake Events Management and appointed group leaders
- • Not trespass on land, which is not open to the public, unless Drake Events has obtained the express consent of the owner to enter such land
- • Not litter or damage any property during the Ride
- • Ensure that he/she is in possession of sufficient water and nutrition necessary to sustain himself during the Ride.
- Ensure that a GPS device with the applicable GPX file is accompanying the rider, Drake Events Management, Staff, Volunteers and Support personal do not accept responsibility for riders that that get lost or go off route.
- They agree that Drake Events is not responsible for any personal items or property that is lost, damaged or stolen at the Ride.

The Client warrants, at the time of making the Booking and at commencement of the Ride, that
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- • He/She acknowledges and understands the nature of the Ride and the physical and mental requirements and ability necessary to participate in the Ride ; he/she possesses the necessary experience and knowledge to participate in the Ride
- • He/She is in a suitable physical and mental condition to participate in the Ride and is in possession of any medication which he/she requires to maintain their condition
- • No qualified medical practitioner has advised the Client against participating in the Ride or in any way cautioned the Client against participating in any physically demanding or strenuous activity.

CLIENT EXCLUSION FROM A RIDE

Drake Events shall be entitled to exclude the Client from participation in a Ride, without refunding the Client, in any of the following situations -

- • A breach by the Client of his obligations in terms of this Agreement on more than three occasions
- • Should Drake Events determine that the Client's bike is not in a good order and condition
- • the Client being charged with the commission of an unlawful act within the Republic of South Africa, which in the opinion of Drake Events justifies such exclusion from the Ride having regard for the safety of the other participants in the Group
- • Should Drake Events decide that the Client is not in a suitable physical or mental condition to participate in the Ride
- • With regards for the safety of the other participants and their personal items, Drake Events determines that it will be prejudicial to the other participants in the Group to allow the Client to participate in the Ride.



In any of the above instances and subsequent exclusion from the Tour, Drake Events shall be entitled to retain the entry fee in lieu of damages.

WITHDRAWAL

Participants who decide not to continue the ride must inform the organisers by contacting one of the names provided in the info pack. Failure to inform the organisers may cause a search and rescue action so it is imperative that you make contact immediately.

Drake Events will not be responsible if you drop out and inform another participant, without notifying Drake Events management. Should you drop out without notifying Drake Events management, we will assume you have arranged your own transfer and bike belongings to the finish area.

Where possible a sweep vehicle will help stranded riders.

INSURANCE

It is strongly advised that all Clients take out adequate insurance cover such as cancellation due to illness, accident or injury. Personal accident and personal liability are also recommended. Drake Events will not be responsible or liable if the Client fails to take adequate insurance cover or at all. It shall not be obligatory upon Drake Events to effect insurance for the Client except upon detailed instructions given in writing and all insurance affected by Drake Events pursuant to such instruction will be subject to such exceptions and conditions as may be imposed by the insurance Operator or underwriters accepting the risk, and Drake Events shall not be obliged to obtain separate cover for any risks so excluded. Should the insurers dispute their liability for any reason, the Client will have recourse against the insurers only. Please note that various credit card companies offer limited levels of travel insurance, which Drake Events does not consider sufficient cover for international travel. Kindly check with the respective credit card companies in order to obtain the specific details of the cover.

MEDICAL ASSISTANCE

The Parties record that Drake Events is under no obligation to provide the Client with any medical assistance required by the Client during the Ride. Drake Events shall nonetheless, in the event of a medical emergency, undertake all reasonable efforts to contact medical emergency services, provided that all costs of medical treatment shall be for the account of the Client.

EXCLUSION OF LIABILITY

It is recorded that the risk and dangers posed by the Client's participation in the Ride are beyond the control of Drake Events. It is further recorded that the Client may suffer loss or damage as a result of the actions of third parties. The Parties accordingly agree that it is fair and reasonable to exclude the liability of Drake Events for any loss, injury or damage suffered by the Client as a result of the provision of the Services, specifically including his/her participation in the Ride.

The Client understands and assumes all risks and liability relating to the conclusion of this Agreement and in particular his/her participation in the Ride.

Drake Events shall be under no liability to the Client whatsoever by reason of any loss, injury or damage whatsoever sustained by the Client or any third Party, arising in any way whatsoever, whether directly or indirectly, out of provision of the Services by Drake Events, including but not limited to the Client's participation in the Ride, accommodation arranged by Drake Events, any meals, snacks or refreshments supplied or arranged by Cycling by Drake, and the transportation of the Client and his/her goods.



INDEMNITY

The Client hereby indemnifies Drake Events against and holds it harmless from any claims, liability, damage, loss, penalty, expense and cost of any nature whatsoever which Drake Events may sustain as a result of or attributable to a breach of or failure to comply with any of the warranties, representations or obligations contained in this Agreement or the failure of any of the warranties contained in this Agreement to be true or correct.

The Client hereby indemnifies and holds Drake Events harmless against any and all losses, injury, damage or claim of whatsoever nature and howsoever arising from or in connection with the provision of the Services, whether or not such claims are caused by any act or omission on the part of Drake Events, its agents, representatives or employees.

INTELLECTUAL PROPERTY

The Parties agree that the intellectual property rights in respect of any photographs, video recordings, drawings and written or oral material which are created during the course of the Ride shall vest in Drake Events and Drake Events shall be entitled to use such photographs, video recordings, drawings and written or oral material for the purpose of advertising and publicity of Drake Events.

FORCE MAJEURE

Neither Party shall be under any liability to the other in respect of anything which, apart from this provision, may constitute a breach of this Agreement arising by reason of force majeure, namely circumstances beyond the control of either Party which shall include acts of God, fire, flood, civil commotion, acts of local government and parliamentary authority, breakdown of power supplies and of communication lines.

PRIVACY

Drake Events respects and follows South African privacy laws and standards outlined in the Protection of Personal Information Act. When you send us information about yourself you agree that we can use it for our company's purposes, however this information will never be shared with third parties. When you provide us with your name and e-mail address we deem this as giving Drake Events and the immediate partners and sponsors permission to contact you further.