

## **1. Definitions**

Unless the context shall clearly indicate otherwise, the following terms and conditions shall have the meaning ascribed thereto as hereunder:

- 1.1 "Bikes in Motion" shall mean Bikes in Motion (Pty) Ltd Registration No. 2018/473720/07.
- 1.2 "Client" shall mean the owner of the vehicle; alternatively, where the contract with Bikes in Motion for transporting of the vehicle is concluded by a person other than the owner of the vehicle, such other person shall be deemed to have been authorised by and acting for and on behalf of the owner;
- 1.3 "the agreement" shall mean the documentation annexed hereto, being the checklist containing details relating to the client, the vehicle and instructions for collection and delivery of the vehicle;
- 1.4 "vehicle" shall include, but not be limited to, a motorcycle, jet ski, boat, trailer and motor vehicle.

## **2. Dealer/Client Contractual Relationship**

2.1 It is common practice for a Client to appoint a Corporate entity (such appointee hereinafter referred to as "the Nominee") to undertake, on behalf of the Client, arrangements with Bikes in Motion for the transportation of vehicles. Such arrangements shall include the preparation and submission of the necessary documentation and/or online forms required by Bikes in Motion relating to the transportation of the vehicle or vehicles. On receipt by Bikes in Motion of the said documentation and/or online forms, contained in the agreement hereto, and confirmation of receipt thereof by Bikes in Motion, the Client shall be deemed to have accepted the terms and conditions contained therein and it agrees to be contractually bound thereby. The onus is on the Client to provide the required documentation to Bikes in Motion prior to the transportation of the Client's vehicle(s). No contractual arrangement between the Client and Bikes in Motion will be deemed to exist until said documentation has been received by Bikes in Motion.

## **3. Collection and Delivery**

3.1 Whilst every effort is made by Bikes in Motion to adhere to delivery and collection times and requirements of senders and recipients, its best endeavours in this regard are sometimes confounded by unforeseen delays as a result of circumstances beyond Bikes in Motions' control. Accordingly, the quoted dates and times are not guaranteed and Bikes in Motion does not accept liability for any costs incurred by the Client as a result of any delays that may occur.

3.2 The Client shall, in addition to Bikes in Motions' normal fees for services rendered, be liable for the payment of wasted costs, levied in Bikes in Motion' sole discretion, arising from the Client's changes to instructions for collection or delivery and in respect of changes made by the Client for collection or delivery of a vehicle where it transpired that the subject vehicle was not available for collection or was not ready for delivery.

3.3 In cases of urgency of collections and deliveries, Bikes in Motion may consider making special arrangements to provide for the Client's requirements. In the event of additional costs being incurred

as a result of such special arrangements, such additional costs shall be for the account of the Client and Bikes in Motion's disclaimer of liability for such costs shall apply as aforesaid.

3.4 Bikes in Motion will endeavour to arrange for its transport vehicle to effect collection and delivery at the designated address. However, it is recorded that the overall length of the transporter can be as much as 18 metres and it may be necessary in such cases for the Client, at its cost, to arrange for collection and/or delivery to an alternative venue.

3.5 In the interests of Clients and substantially in order to obviate damage to vehicles in transit caused by flying stones, Bikes in Motion will under no circumstances collect from or deliver to venues for which the access road(s) are not surfaced or hard-topped.

3.6 The Client is urged to provide Bikes in Motion with details of its representatives who can be easily contacted to receive confirmations in respect of collections and deliveries. This is of particular importance in cases where it has been necessary to make changes to the proposed collection and delivery arrangements contemplated.

3.7 Resolution of matters as between the Client and its suppliers for any reason whatsoever will be referred by the Client to its supplier for resolution. Failing timeous resolution of any such matter, Bikes in Motion reserves its right to postpone or cancel the transportation, and any costs incurred by Bikes in Motion in resolving such matters shall be for the account of the Client.

3.8 Confirmation by Bikes in Motion of the terms and conditions hereof in respect of delivery and collection arrangements and any special requirements pertaining thereto shall only be made on receipt of a signed (or electronic) acceptance of these conditions and payment of the transport charges as provided for herein.

3.9 Bikes in Motion will undertake an external vehicle check before both collection and delivery, we will check and note any clearly visible scratches or damages to bodywork. For accident-damaged units, or units that exhibit multiple scratches and the like, Bikes in Motion, in its sole discretion, will forego the aforesaid vehicle check and disclaims all and any liability for the condition of these units. The aforesaid check shall be deemed not to have included any mechanical or latent defects for which Bikes in Motion will not be liable.

3.10 In the event of the vehicle being transported on a trailer supplied and loaded by the Client, the Client shall be responsible for ensuring that the trailer is correctly licensed, is in a roadworthy condition, has an operational spare wheel and that the trailer electrics are SABS compatible and in working order. All costs of and incidental to repairs, traffic fines or recovery of the trailer will be for the account of the Client and payable on demand.

3.11 Bikes in Motion will not be held responsible should a vehicle's battery be flat or faulty.

3.12 While Bikes in Motion may agree to transport loose items along with a Client's vehicle, including but not limited to jackets, helmets, boots, and spare parts, Bikes in Motion will not be held responsible for any loss or damages to such items.

#### **4. Cancellations**

4.1 In the event of a Client wishing to cancel a booking after acceptance of the booking by Bikes in Motion, the Client shall be liable for the payment to Bikes in Motion of cancellation fees calculated at:

(i) 50% (fifty percent) of the quoted transportation cost in the event of notification of cancellation being given less than 12 (twelve) hours prior to the agreed collection time; and

(ii) 25% (twenty five percent) of the quoted transportation cost in the event of notification of cancellation being given more than 12 (twelve) hours but less than 24 (twenty-four) hours prior to the agreed collection time.

## **5. Payments**

5.1 Payment of transportation costs shall be made strictly in advance of collection and/or delivery and Bikes in Motion will not in any way be liable to the Client in the event of the non-payment of all transport costs and the costs of and incidental to the transportation. Such incidental costs shall be deemed to include insurance, holding costs in cases where there has been a delay in effecting delivery, costs of delays at either the loading or delivery addresses.

5.2 The Client shall make payment by direct deposit into Bikes in Motions' nominated bank account in cash deposit or by electronic funds transfer.

## **6. Insurance**

6.1 The Client confirms having been advised that Bikes in Motion carries GIT ("Goods in Transit") insurance cover underwritten by the Hollard Insurance Company Limited, subject to a maximum value of R150 000.00 (one hundred and fifty thousand rand) per vehicle unless otherwise arranged in writing between Bikes in Motion and the Client. Furthermore, such GIT cover is offered by Bikes in Motion to the Client on condition that the Client has its own insurance cover on its asset(s) that, in the event of a claim by the Client arising from specified damages to goods in transit, Bikes in Motions' liability shall be strictly limited to the sum authorised by the assessor appointed by Hollard Insurance Company Limited, up to the aforesaid maximum value, unless Bikes in Motion has agreed to a variation otherwise and such agreement has been recorded in writing. The balance of any claim over and above such authorised sum shall be for the account of the Client.

6.2 In the event of loss or damages to a Client's vehicle arising from an incident or accident in which Bikes in Motion cannot be deemed to be responsible, any claim for such loss or damages should in the first instance be lodged under the Client's insurance cover.

6.3 In the event of a claim being made through Bikes in Motions' Insurers, the Client shall be liable for the excess as determined by Bikes in Motions' Insurers, the excess being calculated at 10% of the fee claimed.

6.4 Any amount claimed which exceeds the assessor's authorised amount, and/or the aforesaid maximum value of R150 000.00 (one hundred and fifty thousand rand) per vehicle, shall be for the Client's account unless Bikes in Motion has agreed to a variation otherwise and such agreement has been recorded in writing.

6.5 Bikes in Motions' insurance policy does not cover nor will Bikes in Motion be liable for:

6.5.1 loss of windscreens, panniers, side panels and any removable/detachable items and the Client shall be responsible for ensuring that such items are firmly attached to the vehicle or removed therefrom to be transported separately;

6.5.2 unless otherwise agreed in writing, damage from stone chips and other "missiles" thrown up from the roadway by open road vehicles or trailers of the transporter or other vehicle(s) using the roadway;

6.5.3 loss or damage arising from protest action while vehicles are in transit, including but not limited to arson, rioting and airborne missiles;

6.5.4 loss or damage due to "Acts or God" or other causes, for example but not limited to, hail storms, wind, lightning, falling trees, flying stones or rocks, mechanical or electrical faults, and road accidents in respect of which Bikes in Motion cannot be deemed to be responsible or to have had control over.

6.6 While Bikes in Motion shall endeavour at all times to ensure the security of vehicles whilst in transit, Bikes in Motion disclaims any and all liability for any losses or damages arising due to theft or hijacking of the transportation vehicle/trailer whilst in transit.

6.7 Bikes in Motion does not offer insurance cover for vehicles classified as Vintage, Collector's Items, Exotic or Custom. Bikes in Motion will in its sole and absolute discretion determine whether a Client's vehicle falls within the aforesaid classifications.

6.8 Bikes in Motion does not offer insurance cover on accident-damaged vehicles from salvage or insurance companies or auction houses. This includes any loose parts of the vehicle which need to be transported separately.

6.9 Should Bikes in Motion make use of a reputable Third-party Contractor for the transport of a Client's vehicle, Bikes in Motion undertakes to inform the Client, either telephonically or in writing, of such arrangement, following which the Client will be deemed to have agreed to same unless the Client indicates otherwise. In this event, the contractual agreement between Bikes in Motion and the Client will be nullified, and replaced by the Third-party Contractors' Terms and Conditions and such Insurance cover as the Third-party Contractor has in place.

6.10 In the event of a claim being made through Bikes in Motions' Insurers, should Bikes in Motions' Insurers decline to process such claim for whatsoever reason, Bikes in Motion disclaims any and all liability for the loss and/or damages forming the basis of such claim, and such claim will be referred to the Client's Insurers for resolution.