

Terms and conditions

Nomad Adventure Tours & Holidays cc, registration number 2007/111212/23 ("the Company")

APPLICATION

- The Customer agrees that no indulgence whatsoever by the Company shall constitute a waiver in respect of any of its rights under this agreement and under no circumstances will the Company be prevented from exercising any of its rights in terms of this agreement.
- The terms and conditions contained in this document shall apply to the tour booking concluded between the Company and the undersigned client in respect of the tour, as more fully described in the tour dossier provided to the client on confirmation of the booking.
- All references in these terms and conditions to "client" shall include references to an agent of the client with such changes as the context may require

APPLICABLE LAW AND JURISDICTION

- These terms and conditions shall be deemed to have been concluded in Cape Town, South Africa and shall be interpreted according to the laws of the Republic of South Africa.
- The client consents to the jurisdiction of the Magistrates Court of Cape Town in terms of the provisions of Section 45 of Act 32 of 1944 as amended but it is specifically agreed that Nomad at its instance will have the discretion to sue in the High Court if it is deemed appropriate.
- Notwithstanding the aforesaid, the client must at all times comply with the laws, customs, foreign exchange and other regulations of all countries visited on the tour.

BOOKINGS

- The Company reserves the right not to confirm the booking until the full amount set out in the invoice received by client is paid and has been received by the Company and all the relevant documentation has been signed and completed in full by the client.
- Any amendments to, or cancellation of the booking shall be subject to these terms and conditions.

TOUR PRICE, DEPOSIT AND PAYMENT

- A booking is considered confirmed when Nomad sends written confirmation to the client confirming the booking. Invoices are issued on booking confirmation, 50% payment is required at 60 days prior to departure and full payment is due 30 days prior to the departure date.
- If a booking is made within 60 days of the tour departure date, 50% payment is required on booking. If the booking is made within 30 days of the tour departure date, 100% payment is required on booking. Non-payment of stipulated percentage at time of confirmation, within 60 days of tour departure date, will result in the cancellation policy being applied.
- When booking a tour that includes a Gorilla Trekking Permit, immediate payment for the permit is required in order to secure the trekking permit. This payment is non-refundable and is paid directly to the gorilla tour operators.
- While Nomad has utilized its best endeavours to ensure the accuracy of the tour price, such price is subject to change as a result of factors beyond Nomad's reasonable control, in which event Nomad shall utilize its best efforts to notify the clients of such changes as soon as possible.
- The tour price includes only those services/items that are included as per the itinerary and the tour dossier, and the client shall be responsible and pay for any additional items where, as required by the Company from time to time, such payment is made either directly to a third party service provider or to the Company for settlement with a third party service provider.
- The Company records that prices/charges/tariffs in respect of certain activities forming part of the tour are determined in accordance with the public regulations of a particular country and, accordingly, the Company has no control over any increases in such prices/charges/tariffs, including where such increases are implemented during the tour. The Company accordingly reserves the right to increase the relevant prices/charges/tariffs to account for such increases and/or fluctuations. The client will be notified of such increase and/or fluctuation as soon as possible and only if possible do its best to obtain the client's authorisation before commencing with the final booking of such trip.
- Although the Company takes care to ensure that all information on their website and or price brochures and/or quotations are correct, it will not be bound to any price that contains an inadvertent and/or obvious error. If a mistake occurs in any advertisement, the Company undertakes to take all reasonable steps to inform the customer of the correct details. All prices are quoted in South African Rand (ZAR) currency. If a customer pays using a non ZAR currency, the amount debited to the customer's account will be as close to the advertised price as possible.
- Electronic Transfer: Proof of the transfer with a bank stamp must be faxed or emailed to our office (+27 21 845 7401 / nomad@nomadtours.co.za) as proof of payment. All transfer / bank fees are the responsibility of the client. Nomad Adventure Tours & Holidays CC must receive the full total due in to the bank account.
- Credit Card: If Nomad Adventure Tours & Holidays CC accepts payment by Credit Card, a 5% administration fee will be added to the total tour fare for which payment is being made.

CANCELLATIONS

- Cancellation of a scheduled tour booking must be made in writing and is not effective until such written cancellation is received and acknowledged by Nomad Adventure Tours & Holidays CC. Cancellation fees are applied to the tour price, activity package, green seat and pre/post tour services.
- No cancellation fee is applicable to tours cancelled more than 60 days before date of Departure (excluding the non-refundable gorilla trekking permit, Okavango Delta upgrade excursion and Serengeti Upgrade excursion).
- Special Condition for tours that require a Gorilla Permit: When a client cancels a tour that requires a gorilla trekking permit, the permit price is non-refundable and will be forfeited.
- Should a Client cancel a booking 60 days or less prior to the date of departure of the tour for any reason (except due to death or hospitalisation), the client shall be liable to pay a cancellation penalty. The cancellation penalty is calculated by having regard to the nature of the booking, length of notice of cancellation and reasonable potential to find alternative customers. Having regard to the aforementioned factors, the following percentages may be forfeited by the customer in respect of the arranged tour price due to a no-show based on the number of days between receipt of the cancellation notice and the date of the departure:
 - >60 Days: No fee applies (unless Gorilla Permit has been booked – which is non-refundable)
 - 30 - 60 Days: 50% of the tour price is held as cancellation
 - 10 - 29 Days: 75% of the tour price is held as cancellation
 - 0 - 09 Days: 90% of the tour price is held as cancellation
- The Company shall be entitled to apply any portion of the non-refundable deposit paid by the client toward any cancellation penalty payable in terms hereof.
- The Company reserves the right, at any time and for any reason, to cancel the tour on notice to the client. In such event, the Company shall refund the tour price (which includes for the avoidance of doubt, the non-refundable deposit) to the client. It is recorded that refund of the tour price as aforesaid shall be the Company's sole responsibility to the client, and no claim for any damages, howsoever arising, shall accrue against the Company by reason of a cancellation of the tour.
- The client acknowledges that the tour is subject to a minimum booking of 4 passengers (including the client). If the minimum booking is not obtained, the Company reserves the right to cancel the tour and refund the tour price to the client, in which event the client shall (for the avoidance of doubt) have no claim for any damages against the Company.

CHILD POLICY

- 13 – 15 Years: Nomad will accept a maximum of two children between the ages of 13 to 15 years on any tour without requesting permission from agents or clients. If more children want to join a tour once the maximum has been reached, this will be allowed on a request basis.
- 8 – 12 Years: Children between the ages of 8 – 12 years will be accepted to travel with Nomad on a request basis only.
- 8 Years: No children under 8 years of age may travel on Nomad's scheduled tours.
- A child must be 15 years or older to partake in the Gorilla Trekking Activity and 14 years or older to climb Mount Kilimanjaro.
- No children under the age of 11 are permitted in the Serengeti National Park.
- Any traveler between the ages of 8 – 16 must be accompanied by a parent, unless specific authorization had been obtained from Nomad. 17 – 18 Years: Guests of this age may travel with us with a letter of permission from their guardian; they do not require a parent to travel with them.
- "On A Request Basis" means that Nomad will receive the child request from the agent and once Nomad has confirmed receipt of the child request with the agent in writing, all other agents who have guests booked on the specific departure will be contacted to request permission for the child / children to join the tour. The agents then have 48 hours to respond to the request. If no response is received from any agent, the child/children will be accepted onto the tour. If the response is negative, we will have a look at an alternative date or tour for the family.
- Age restrictions may apply to certain items listed in the respective tour Activity Packages. It is important that you are aware of these restrictions prior to confirming the Activity Package for children on tour.

Age restricted activities:

- Children under the age of 12 years are not permitted in the Serengeti.
- The minimum required age for children to participate in any activity offered in Namibia, Botswana (including the Okavango Delta) and Zimbabwe is 12 years of age.
- No children under the age of 12 - Full day Kruger Park 4x4, Nkambeni Morning Game Walk, Included Walk in St. Lucia, Full day Drakensberg Hike, South Luangwa NP Sunset Game Drive and AM Boat Cruise/PM Boat Cruise Kabalega.
- No children under the age of 13 – Morning walk in Swaziland and Morning walk in Hlane.
- A child must be 15 years or older to partake in the Gorilla Trekking Activity and the Pygmy Village Visit to Kabale as well as children must be 14 years or older to climb Mount Kilimanjaro.

AMENDMENTS TO BOOKINGS

- In the event that the client joins the tour after the departure date, or leaves before the completion thereof for any reason whatsoever, the client shall not be entitled to any refunds or rebates whatsoever from the Company.
- Should be aware that if a Client wishes to transfer from one tour to another, outside the 60-days prior to departure period, no fee applies
- Where the client wishes to change tours (that is, to move from the tour confirmed herein to another tour), such amendment is subject to –
 - The Company being able to accommodate the client on the substituted tour;
 - Payment by the client of an administration fee and
 - The change being made by no later than 60 days prior to the departure date of the original tour, failing which the cancellation penalties set out in the terms and conditions shall apply.
- Changing the date of a tour, within 60 days of the departure, is subject to a fee of 15% of the tour price or ZAR2,000, whichever is the higher of the two.
- Changing the date of a tour, within 30 days of the departure, is subject to a fee of 30% of the tour price.
- On a tour, where a Gorilla Permit is required, as well as Okavango Delta upgrade excursion and/or Serengeti Upgrade excursion is booked, the full amount of the permit/upgrade excursions will be added to the aforementioned fee to move the client (Gorilla permits are non refundable)
- In the event that a tour is changed, these terms and conditions shall apply to the substituted tour, with the necessary changes having been made.

PASSPORTS, VISAS AND OTHER TRAVEL PAPERS

- It is the client's sole responsibility to ensure that passports, visas, health certificates, proof of vaccinations and any other required documentation are all in order for the countries to be visited during the tour.
- The Company shall not be held liable for any loss or damage to any client's luggage arising due to circumstances beyond the reasonable control of the company.

INSURANCE

- Comprehensive travel and cancellation insurance is mandatory on the tour. It is the client's responsibility to ensure that he or she has such insurance in place (together with the required paperwork to prove such insurance) before embarking on the tour.
- Should the client be unable to present the proof of such insurance to the Company (on request therefore by the Company), the Company may, in its sole discretion, exclude the client from the tour, and the client shall be liable for the cancellation penalty payments set out in these terms and conditions.
- The client acknowledges that travel insurance must include comprehensive medical insurance including provision for air evacuation, and that the Company shall not be liable for any consequences, damages or loss as a result of the client failing to have the necessary cover.

BAGGAGE

- The client shall be responsible for all baggage and personal effects brought by him or her on the tour, and the Company shall not be liable for any loss or damage to such baggage or personal effect, howsoever arising.
- The client shall be entitled to one bag (being a backpack or soft bag, and not a suitcase) that weighs not more than 20 kilograms, and a daypack. Should the client require larger baggage allowance, this may be arranged with the Company against payment of a fee that the Company may levy in its sole discretion. Notwithstanding the foregoing, the Company reserves the right to refuse excess baggage or oversized baggage.

HEALTH

- The client accepts that to participate in the tour requires a measure of physical fitness and health and it is the client's obligation to ensure that he or she is medically fit to embark on the tour.
- Where the client is over the age of 65, the Company requires a medical certificate or doctor's letter confirming that the client is medically fit to undertake the tour.
- In respect of all clients over the age of 65 years, a medical questionnaire is required to confirm that the client is physically able to undertake the tour. Nomad Adventure Tours & Holidays CC will not accept a reservation without this documentation.

AUTHORITY ON TOUR

- The client must at all times comply with the laws, customs and foreign exchange regulations of all countries visited during the tour.
- In addition, the client acknowledges that any disruptive, dangerous or potentially dangerous behaviour during the tour shall not be tolerated and that the Company, its employees, representatives, Agents and/or contractors being so authorized, reserve the right to exclude the client from the tour at any point therein in such circumstances.
- The Company shall not be liable for any costs and/or expenses for the client resulting for exclusion as aforesaid, and the client shall not be entitled to a refund or rebate of the tour price or any additional compensation in such instances.

MARKETING

- The Company reserves the right to use any photographs and video taken during the tour for use in marketing or any other advertising material, and the client hereby consents to such use.
- The client further agrees that the Company shall retain copyright over any such photographs and videos taken during the tour and/or used in its brochures and, to the extent necessary, the client hereby assigns copyright in such photographs and/or videos to the Company.

UNFORESEEN CIRCUMSTANCES

- Unforeseen circumstances including but not limited to war, mechanical breakdowns, weather, riots and other unforeseen reasons beyond the control of the Company may cause delays or alterations to the tour. The Company shall not be held liable in any way for any of these possible occurrences or any consequences, which may arise as a result of these.

TRAVEL DOCUMENTS

- On booking, the client shall be issued with our tour dossier and pre-departure information documents. It is the responsibility of the client to read and understand these documents before travelling.

INDEMNIFICATION AND EXCLUSION OF LIABILITY

- The client accepts that the tour is of an adventurous nature and involves an element of personal risk.
- The Company and its respective directors, officers, employees, representatives and agents shall not be liable for any loss or damage of whatsoever nature and howsoever arising (including, but not limited to, the client's or any other person's injury or death, or any loss or damage to the client's or any other person's property) which the client or any such other person may incur or suffer as a result of or arising from the client's participation in the tour and any other activities undertaken on or during the tour, and the client irrevocably and forever releases and discharges the Company and its respective director, officers, employees, representatives and agents from any and all such liability.
- The client furthermore indemnifies and holds the Company and its respective directors, officers, employees, representatives and agents harmless from and against any and all loss, damage, actions, proceedings, claims, demands and legal and other costs and expenses (including legal costs on an attorney and own client scale) of whatsoever nature and howsoever arising (including, but not limited to, the client's or any other person's injury or death, or any loss or damage to the client's or any other person's property) which the client or any other such person may incur or suffer as a result of or arising from the client's participation in the tour and any other activities undertaken on or during the tour.