

## **1. PARTIES**

The parties to this contract are:-

- 1.1 Nomadic Adventures CC (CK No 1994/20935/23) together with its successors or assigns (hereinafter referred to as "Nomadic Adventures"); and
- 1.2 the persons described in Item A on the reservation form overleaf, jointly and severally together with their heirs, executors, administrators or assigns (hereinafter singly or collectively referred to as "the client"). Where a minor is a party, the signature of this contract by his or her parent or guardian shall constitute the requisite legal assistance for such minor.

## **2. CAPACITY**

By signing this contract, the client warrants that he or she has full authority to contract for and on behalf of any person named on the reservation form overleaf who may not have personally signed the contract.

## **3. TOUR OPERATORS**

Nomadic Adventures has established links with various "tour operators" which latter expression shall be deemed to include any person or group of persons whether incorporated or otherwise whose business it is to collect clients from any tour location and/or to accommodate clients and/or to conduct tours or other forms of excursion and/or to return clients to any tour location and shall include any partner, member, director, employee, servant, sub-contractor or associate of such person or group of persons. Neither Nomadic Adventures nor any tour operator shall be deemed to act as agent, the one on behalf of the other. The client may be required to sign one or more contracts with the tour operator. The tour operator may be entitled to refuse to allow the client to commence the tour where this has not been done.

## **4. MAKING A RESERVATION AND PAYMENT OF THE CONTRACT DEPOSIT**

To make a reservation, the client is required to complete in full and to sign the reservation form overleaf. Nomadic Adventures will only commence the booking procedure once the contract deposit recorded on the reservation form overleaf has been paid via direct deposit or transfer.

## **5. CURRENCY FLUCTUATIONS**

All prices quoted are valid at the time of printing and may change from time to time. Only full payment of the contract price will guarantee the price and exempt the client from any further increases. The reservation form overleaf records the date by which the balance of the contract price is to be paid. No refund due by Nomadic Adventures to the client arising from an adjustment of the contract price due to currency fluctuations, shall bear interest. For payments converted to ZAR (South African Rands), the selling rate of ABSA bank used on the day of invoicing the client, shall apply and be valid for a period of 2 (two) days.

## **6. PAYMENT**

Subject at all times to currency fluctuations, the contract price and the contract deposit component thereof, are as recorded on the reservation form overleaf. Payment may take place by means of bank guaranteed cheque, direct deposit or electronic transfer. Payment in cash or Credit Card are not accepted. Payment by ordinary cheque will validate a reservation only once it has been met. Insurance and entry visa payments may need to be paid in cash.

## **7. INSURANCE**

The cost of overseas medical and other assistance can, given currency exchange rates and other factors, cause serious financial hardship. It is consequently a condition of this contract that the client obtains comprehensive insurance cover against cancellation of the tour (or any part thereof), illness, death, loss of luggage and associated travel risks. Without derogating from the provisions of clause 19 below, it is an express term of this contract that Nomadic Adventures accepts neither responsibility nor liability for any such risks save those that may arise from but which shall be limited by the provisions of any relevant international convention.

## **8. PASSPORTS AND VISAS**

Full passports and entry visas must be valid for the entire period of the tour. The client is warned that there are often delays in obtaining both passports and entry visas, particularly at peak times. Nomadic Adventures accepts no responsibility whatsoever for the application or issuing of visa's.

## **9. CANCELLATION BY CLIENT**

Cancellation of the booking will only be valid if made in writing. Cancellation will only be effective once notification thereof is received by Nomadic Adventures. Nomadic Adventures may at its discretion, levy cancellation charges in accordance with the following scale:-

- 9.1 The contract deposit is non-refundable irrespective of the date paid;
- 9.2 between one hundred days and forty-one days prior to the departure date – sixty percent of the contract price is levied;
- 9.3 forty days or less prior to the departure date – one hundred percent of the contract price is levied.

## **10. CANCELLATION BY NOMADIC ADVENTURES**

Nomadic Adventures reserves the right at any time to cancel any tour by notice to the client if such cancellation is effected by its ground operators. In the event of such cancellation arising, Nomadic Adventures will refund to the client that portion as has been paid out by the client to Nomadic Adventures. Such refund will not be affected if a part of a tour is cancelled due to situations arising which are beyond the control of Nomadic Adventures, once the tour has commenced.

## **11. STANDARDS OF TOUR OPERATOR**

Although Nomadic Adventures will make every endeavour to ensure that the service of tour operators including accommodation, travel, etc. is of an acceptable standard, Nomadic Adventures accepts no liability whatsoever should such standards not be met.

## **12. MARKETING MATERIAL**

All marketing material emanating from or distributed by Nomadic Adventures constitutes no more than a guide to prospective tourists and shall not be construed as any form of warranty, representation, undertaking or promise.

## **13. FLIGHTS**

Nomadic Adventures is not a travel agent and does not book flights or issue flight tickets. All flight bookings secured by Nomadic Adventures shall be done so on behalf of the client through a separate travel agent, and the client indemnifies Nomadic Adventures and holds it harmless of any claim that may thereby arise. The client accepts that Nomadic Adventures cannot under any circumstances be held responsible for errors or omissions on the issuing of flight tickets.

## **14. BAGGAGE ALLOWANCE**

The baggage allowance in respect of each person participating on a tour is 20kg. The client shall be liable for any charges or other obligations arising from this allowance being exceeded.

#### **15. ADDITIONAL COSTS**

In addition to the contract price reflected on the reservation form overleaf, the client will be liable to Nomadic Adventures for all and any charges, costs and disbursements associated with applications for entry visas, re-issue of tickets, etc. Nothing herein contained shall however be construed as an obligation upon Nomadic Adventures to secure such entry visas on behalf of the client.

#### **16. HEALTH REQUIREMENTS, PHYSICAL DISABILITIES, ETC.**

15.1 It is recommended that the client should establish from his or her doctor whether vaccination or any other form of medication is a pre-requisite or recommendation for the tour.

15.2 Pregnant women must obtain a medical certificate from their doctors confirming their fitness to undertake the tour. In addition to the indemnities hereinbelow contained, a client who is pregnant is deemed hereby to have released Nomadic Adventures and any tour operator from any and all liability for injury or loss of life arising from complications associated with the pregnancy, whether these occur during the tour or after it has been completed.

15.3 Clients with a physical or mental disability or any other handicap which requires specialised treatment or assistance (including persons confined to wheelchairs) must at the time of concluding this contract advise Nomadic Adventures in writing of the nature of the disability or handicap and whether any specialised medical assistance may be required by them. Save where Nomadic Adventures has in writing released the client from such an obligation, he or she must be accompanied by a client who is a travelling companion and who is fit and able to assist a disabled or handicapped client. Nothing hereinbefore contained shall preclude Nomadic Adventures or any tour operator for logistical, safety or similar reasons from declining a booking made by a disabled or handicapped person notwithstanding notice of disability or handicap having been supplied.

15.4 Due to the danger that this can pose to other tour participants, both Nomadic Adventures and any tour operator shall be entitled to refuse to allow a disabled or handicapped client to commence a tour where such person has failed to give notice of his or her handicap or disability or the need for assistance, or who has failed to supply further information where this has been requested.

15.5 A disabled or handicapped client will be liable for all and any costs associated with any measures undertaken by Nomadic Adventures or any tour operator which at its discretion are necessary to ensure the safety and well-being of a disabled or handicapped client or other tour participant. Any such expenses shall be payable on request.

#### **17. DIETARY REQUIREMENTS AND SPECIAL REQUESTS**

Nomadic Adventures will endeavour but does not warrant that it or any tour operator will be able to meet a client's special dietary requirements or other special requests. Any such dietary requirements and/or special requests should in writing be made known to Nomadic Adventures as early as possible. Dietary requirements and special requests are not a term of this contract with the result that neither Nomadic Adventures nor any tour operator shall be liable in relation to any inability or failure to provide such dietary requirements or other special requests.

#### **18. AMENDMENT OF RESERVATION**

Once a reservation has been finalised, should a client require an amendment thereto or to any component thereof, the client shall be liable for USD95 per amendment. This charge is over and above any other charges or penalties for which Nomadic Adventures may become liable to third parties arising from such amendment, in respect of which other charges the client shall similarly be liable.

#### **19. TERMS OF CONTRACT**

This contract together with any other written document bearing the signature of both a representative of Nomadic Adventures (or a tour operator) and the client as herein defined (hereinafter referred to as an "associated contract") contains all the express and implied terms of contract binding the parties and the client waives the right to rely on any alleged express or other provision which is not contained herein or in any associated contract. The client may not rely upon any representation which allegedly induced the client to enter into this contract unless such representation is recorded herein or in any associated contract. No contract varying, adding to, deleting from or cancelling this contract and no waiver of any right under this contract shall be effective unless reduced to writing and signed by or on behalf of the parties. No indulgence granted to the client by Nomadic Adventures or by any tour operator whether purporting to act on Nomadic Adventures' behalf, shall constitute a waiver or abandonment of Nomadic Adventures strict rights under this contract. The client is prohibited from ceding his or her rights or delegating his or her obligations in this contract without the prior written consent of Nomadic Adventures.

#### **20. INDEMNITY**

The client hereby expressly indemnifies and holds Nomadic Adventures, its members, employees, servants, agents, sub-contractors and generally any party through whom or with whose assistance the tour or any part thereof has been conducted (including any tour operator) harmless against any claim that the client or his or her heirs, executors, administrators or assigns might have pursuant to any injury, illness, death or loss of or damage to property, or financial loss or damages whatsoever, arising either directly or indirectly from the client having undertaken the tour. Without derogating from the generality of this clause, such indemnity shall apply notwithstanding that the injury, illness, death, loss, damage or financial loss or damages occurred or manifested itself only after the conclusion of the tour. Moreover this indemnity shall apply as a result not only of an act but also as a result of an omission on the part of any of the parties aforementioned. Neither shall Nomadic Adventures be liable to the client for any delays in or changes to itineraries or flights from whatsoever cause arising. This indemnity shall survive the cancellation of this contract and shall cover any costs incurred by or awarded against Nomadic Adventures on a scale as between attorney and own client.

#### **21. TOUR LEADER**

The client warrants that the tour leader specified in item A of the reservation form overleaf is authorised to receive from Nomadic Adventures and is responsible to disseminate to the client all relevant and necessary information and documentation relating to the tour. In addition to the indemnity provisions hereinbefore contained the client indemnifies and holds Nomadic Adventures harmless against any claim that may arise as a consequence of the tour leader failing to disseminate any information and/or documentation timeously or at all.

#### **22. GENERAL**

22.1 The headings of clauses are for the purpose of convenience and reference only and shall not be used in the interpretation of nor to modify nor amplify the terms hereof nor any clause hereof.

22.2 If there arises a conflict where an amount is referred to in both numerals and words, the words shall prevail.

22.3 Words importing any one gender include the other two genders, words importing the singular include the plural and *vice versa* and words importing natural persons include created entities, whether corporate or non-corporate and *vice versa*.