

BOOKING FORM

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Please take the time to fill in all the details requested below – it greatly assists us in ensuring we offer you the best service possible.

Agent/Tour Operator: Date:

TOUR REQUIREMENTS

Tour Code: Departure Date: Amount:

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OTHER REQUIREMENTS – PRE OR POST TOUR ACCOMMODATION, AIRPORT TRANSFERS AND DAY TOURS

Transfer: Date: Flight No: Amount:

Transfer: Date: Flight No: Amount:

Accommodation: Date In: Date Out: Amount:

Accommodation: Date In: Date Out: Amount:

Green Seat*: (Please read the information below to find out how you can offset your carbon footprint). Amount:

TOTAL DUE:

GREEN SEATS* – OFFSET YOUR CARBON FOOTPRINT! (OPTIONAL)

Making Africa Greener! If you would like to help Nomad making Africa Greener, simply tick in the box below and we will take care of the rest.

The Nomad African Trust (in cooperation with South African National Parks, the South African Department of Water Affairs and Forestry and Rhodes University) will plant trees that are ecologically viable and that have very high carbon absorption.

Yes, I would like to purchase a Green Seat and travel responsibly in Africa. (Please tick if you would like a Green Seat)

PERSONAL DETAILS

First Name: Surname: Date of Birth: Sex:

Any food requirements, allergies or medical conditions:

PASSPORT AND MEDICAL INSURANCE DETAILS – THIS INFORMATION IS COMPULSORY. (Medical Insurance is compulsory on all Nomad Adventure Tours).

Nationality: Passport No: Issue Date:

Place of Issue: Expiry Date:

Insurance Co: Policy No: Expiry Date:

CONTACT DETAILS

Home Address:

Home Telephone No: Email:

Person to contact in an emergency: Contact No:

Contact number in South Africa:

PAYMENT OPTIONS – A NON-REFUNDABLE 25% DEPOSIT IS REQUIRED TO SECURE A SEAT

Full payment due no later than 28 days prior to tour departure. Bookings made within the 28-day period require full payment to secure the seat.

Nomad reserves the right to release any seat not paid within the 28-day period.

CASH PAYMENTS

25% deposit paid – Date: Amount:

Full amount / Remainder paid – Date: Amount:

DIRECT DEPOSIT: All payments and proof are to be received 28 days prior to departure. Proof of the payment must be faxed or emailed to our office (+27 21 845 6311 / nomad@nomadtours.co.za). All transfer / bank fees are the responsibility of the Tour Operator/Agent/Client.

Nomad must receive the full amount due in the bank account.

BANKING DETAILS: First National Bank Claremont, Account Number: 501 511 30 115, Branch Code: 200 109, Swift Code: FIRN ZA JJ

CREDIT CARD PAYMENTS: All Credit Card Payments are subject to a 5% processing fee. Please let us know if you would like to pay via credit card and we will provide you with a credit card payment form.

PERSONAL INDEMNITY: I hereby certify that the information provided above is correct to my knowledge.

I fully understand the nature of this tour and acknowledge that I have read and understood the terms and conditions of the booking.

Signature of Passenger: Date:

Terms and Conditions

Nomad Adventure Tours and Holidays cc, registration number 2007/111212/23 (“the Company”)

APPLICATION

- 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 deems it is 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

- 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 clients of such change 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, in its sole discretion, to increase the relevant prices/charges/tariffs to account for such increases and/or fluctuations.
- A non-refundable 25% deposit is required to secure a booking in respect of the tour. This non-refundable deposit shall be set off against the tour price.
- The tour price must be paid by not later than 28 days prior to the departure date for the tour, failing which the Company reserves the right to deem the booking as having been cancelled, and to levy the cancellation penalties set out in these terms and conditions.
- In the event that the client makes a booking within 28 days of the date of departure of the tour, he or she shall, in order to secure the booking, be required to pay the full tour price upfront.

CANCELLATIONS

- Where the booking is cancelled at any time up to 29 days prior to the date of departure of the tour for any reason, the client shall forfeit the non-refundable deposit.
- Where the booking is cancelled less than 29 days prior to the date of departure of the tour for any reason, the client shall be liable to pay the following penalties to the Company –
 - cancellation between 28-15 days prior to the date of departure, a cancellation penalty equal to 50% of the tour price;
 - cancellation between 14-7 days prior to the date of departure, a cancellation penalty equal to 75% of the tour price; and
 - cancellation less than 7 days prior to the date of departure or “no shows”, a cancellation penalty of 100% of the tour price.
- 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.

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.
- 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 of R1000 and
 - the change being made by not later than 28 days prior to the departure date of the original tour, failing which the cancellation penalties set out in these terms and conditions shall apply.
- 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 consequences, damages or claims if the client prior does not correctly attend to the client’s documentation and related matters as contemplated herein.

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 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 the 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 effects, 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 a 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.

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.

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 from 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.

FORCE MAJEURE

- 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 of 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 directors, 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 of 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.