



## **Terms and conditions**

Please ensure that you read and understand the Terms and Conditions below. It is assumed that by accepting your tour documents, you confirm agreement to these Terms and Conditions.

### **Booking information**

Nine Yards Travel provides clients with travel and/or other services as an agent for and on behalf of principals and/or other agents engaged in or associated with the travel industry, including inter alia, airlines, tour operators, hotels, shipping companies, car hire and other providers of air, land, sea or any other travel arrangements, products or services (collectively hereinafter referred to as “the suppliers”). Nine Yards Travel will provide, on request, the identity, terms and conditions of the suppliers relevant to the service being provided for your booking.

### **Liability**

Nine Yards Travel acts an agent of, and on behalf of, the client in procuring travel services and creating travel plans. Nine Yards Travel shall, under no circumstances, be liable for any loss, damage or delay due to the acts or omissions by the relevant supplier, whether accidental or not.

Nine Yards Travel represents airlines, tour operators, service suppliers and other travel organizations as an agent only, and accordingly, on receipt by Nine Yards Travel of any booking (which booking shall be deemed to constitute your acceptance of these terms and conditions), Nine Yards Travel shall transmit any such booking to the supplier concerned and endeavour to secure all reservations and arrangements promptly.

All vouchers, receipts and tickets are issued subject to the terms and conditions specified by the suppliers. Acceptance of the vouchers or tickets and/or utilising the services comprising any Nine Yards Travel tour or package is deemed to constitute your acceptance of the suppliers’ terms and conditions.

Whilst Nine Yards Travel will take reasonable steps to secure your reservations promptly and to ensure your comfort and safety, participation in any tours or packages offered by the suppliers (including transportation to and from any venues) is at your own risk. Accordingly, you and any person on whose behalf you have booked, will have no claims (whether for loss, damage, injury, accident, delay or inconvenience to any person and/or their luggage or other property) against Nine Yards Travel, its employees, agents and assigns (including any holding, parent, subsidiary, affiliated or associated company or any representative thereof), howsoever such loss may occur and whether the same shall arise from or be occasioned by the negligence of the indemnified parties or otherwise.

The suppliers may be indemnified against any liability for any damage or loss (howsoever arising) that you may suffer in that they act as agents themselves or have contracted out of liability and it is therefore recommended that you take out adequate insurance cover.

### **Force majeure**

We shall not be liable for any claims, losses, damages, costs, expenses, delays or loss of enjoyment, of any nature or kind whatsoever, resulting from events beyond our or a supplier’s reasonable control, including but not limited to acts of God, strikes, lockouts or other labour disputes or disruptions, wars, blockades, insurrections, riots, earthquakes, weather conditions, floods or acts or restraints imposed by government authorities.

### **Bookings, change of arrangements, routes and prices**

“The booking” or “the reservation” refers to part or all of the travel arrangements for transportation, accommodation, sightseeing and other linked travel services made on behalf of a client with the suppliers, and excludes services of a peripheral nature.



Bookings should be made well in advance as many suppliers have limited capacity and can sell out, especially at certain times of the year.

In the event of a client wishing to amend a reservation in any way, Nine Yards Travel may, at its sole discretion, elect to charge an amendment fee.

Nine Yards Travel will endeavour to promptly confirm the status of any booking in writing. Where Nine Yards Travel is unable to do so, failure to provide written confirmation shall not negate the validity and/or conditions of the booking, nor will the failure of Nine Yards Travel to do so constitute an act of negligence on its part.

In the event of there being an unscheduled extension to a booking caused by flight delay, bad weather, strike or any other cause that is beyond the control of Nine Yards Travel, it is understood that expenses relating to such unscheduled extensions (e.g. hotel accommodation) will be for your own account.

In the event that any supplier is unable to provide the service booked on your behalf, Nine Yards Travel will endeavour to offer you alternative arrangements of similar classification and in the same area, wherever possible. Should you be unwilling or unable to accept the alternative arrangements offered by Nine Yards Travel, any refunds to which you may be entitled is subject to the terms and conditions of the relevant supplier. Any refund in respect of any commission paid or payable to Nine Yards Travel shall be at the sole discretion of Nine Yards Travel.

Whilst every effort is made to adhere to the confirmed itineraries, Nine Yards Travel reserves the right to effect changes should this be deemed necessary. In such cases, where an alteration to the tour itinerary is necessitated by, for example, a change in weather conditions, this does not constitute any ground for a refund.

Nine Yards Travel requires a copy of all passengers' passports when booking flights. Airlines require the full names of passengers as printed on the passports and will not accept changes once tickets are issued. It is a security procedure to ensure there are no discrepancies.

If Nine Yards Travel is not responsible for making all of your travel arrangements, please provide confirmation of your transport arrangements prior to Nine Yards Travel confirmation. Nine Yards Travel cannot be liable for any penalties or losses incurred as a result of voluntary or involuntary changes to transportation.

### **Payments and deposits**

A non-refundable deposit will be required to guarantee your booking. This deposit will vary depending on the type of booking and the lead time but will normally be 25-50% of the package cost. The exact amount will be advised at time of booking. If the booking is less than sixty (60) days before departure date, full booking price will be required. The deposit is due within seven (7) days of confirming the booking.

Any such deposit is strictly non-refundable. The deposit constitutes part of the booking conditions and Nine Yards Travel reserves the right, without prejudice to any other rights that it may have, to cancel any booking in the event of the deposit or any part thereof not being received by the due date specified therefore.

Full payment will be required for flight bookings, in order to secure the ticket taxes and exchange rates that fluctuate on a daily basis.

The quoted booking price is based on tour prices, fares, hotel prices, land costs and other relevant costs prevailing at the date of the quotation provided by Nine Yards Travel. You agree that in the event of there being any increase in any such costs prior to receipt by Nine Yards Travel of the final payment, such increase shall be for your account



(unless otherwise agreed to by Nine Yards Travel or the supplier concerned) and shall be payable, without deduction or set-off, simultaneously with the final payment.

Any increase in the booking price occasioned by the fluctuation in rates of exchange between the date of quotation and the date of final payment below shall similarly be for your account.

Final payment for any booking must be irrevocably credited to the account of Nine Yards Travel at least sixty (60) days prior to the date of departure, unless specific arrangements have been made with, and confirmed in writing by Nine Yards Travel.

Any bookings made less than sixty (60) days prior to the departure date must be accompanied by the full quoted and confirmed payment, unless otherwise agreed to in writing by Nine Yards Travel.

Final invoicing is based upon the quoted and confirmed price, less any deposit paid, plus any additional charges (including but not limited to any disbursements incurred by Nine Yards Travel for and on your behalf) that may have accrued in terms of this agreement. Payment of any such invoice and/or statement must be made in full, without deduction or set-off, on the due date therefore, notwithstanding cancellation of all or any part of the services booked by Nine Yards Travel.

Failure to make final payment on the confirmed due date will lead to cancellation of booked services and the loss of all monies paid to date.

Aside from passport, visa and other peripheral service fees (additional fees), Nine Yards Travel reserves the right to claim late booking charges, communications, consultation, administration and amendment fees where applicable.

Nine Yards Travel reserves all rights of recourse to recover overdue amounts.

### **Payment details**

Payment can be made by bank transfer or credit card.

In the event of a bank transfer, the amount must be converted to South African Rand (ZAR) prior to transfer if the payment account is in any other currency. It is the client's responsibility to inform their bankers that the net invoice amount must equal the funds clearing into Nine Yards Travel's account and that bank charges are for the client's account.

Bank account details will be provided on the invoice.

In the event of a credit card payment, the payment will be converted to ZAR prior to the transaction being processed, due to foreign exchange regulations by the South African Reserve Bank. A small percentage will be charged for credit card payments. The currency rate of exchange on the day the transaction is processed will be used to determine the equivalent Rand amount, with any resulting foreign exchange differences or bank charges being for the client's account. The South African Reserve Bank prohibits South African companies from taking foreign credit card payments and keeping the payment in foreign currency. The payment must be converted to ZAR before it is credited to the recipient.

Nine Yards Travel will not take responsibility for wire transfer and/or overnight mail charges.



It is preferable that all air ticket payments be made by credit card due to the time delay of securing funds when paying by bank transfer. Nine Yards Travel cannot be held responsible for any changes in flight availability caused by a delay in the transfer of funds.

### **Cancellations**

The following outlines the procedures to be followed with regards to cancellation of a confirmed booking.

There will be no refund for unused arrangements (accommodation, activities, transport and transfers) after departure from your home country.

All requests for cancellations shall be made in writing to Nine Yards Travel and shall only be effective on the date of actual receipt by the company.

Nine Yards Travel shall endeavour to provide the services required by the customer, but in the event of cancellation of the booking for any reason whatsoever, partially or in full, by or on behalf of you, Nine Yards Travel reserves the right to claim the services, administration, communication and cancellation charges which may include, but not be limited to, any charges levied by any supplier against Nine Yards Travel in respect of such booking.

The following cancellation fees shall be applicable and will be calculated as follows:

Cancellation sixty to ninety days (60-90 days) prior to departure date, 50% of total booking cost is forfeited

Cancellation less than sixty (30-60) days prior to departure date, 75% of total booking cost is forfeited

Cancellation less than 30 days prior to departure date, 100% of total booking cost is forfeited

Nine Yards Travel reserves the right to exercise its discretion and charge any reasonable fees for cancellation with the above figures acting as guidelines only

The amount of days' notice provided by the client is calculated as the date of receipt by Nine Yards Travel of the cancellation request, less the tour commencement date.

Refunds shall not be given to clients who arrive late or who do not show for a booking.

In the event of the client terminating a booking, for whatever reason, no refund shall be given unless with the prior written approval of Nine Yards Travel

If a client fails to join a tour, joins it after it has departed or leaves prior to completion, no refund or rebate will be given.

Any cancellation of any air ticket, for and on your behalf, will be subject to the relevant airlines applicable terms and conditions relating to the fare type of the ticket. You acknowledge and agree that any cancelled airline tickets presented for refund will be subject to delays of thirty to sixty days (30 – 60 days) and that any such refund may be denied by the airline. Nine Yards Travel will endeavour to expedite any such refund owing but will only be obliged to refund any such amounts to you on receipt thereof from the relevant airline.

In some instances, unused airline tickets are not refundable. Certain packages are 100% non-refundable from time of booking. Please ensure that you have adequate travel insurance to cover this eventuality.



Nine Yards Travel reserves the right to discontinue and summarily cancel any booking in respect of which payment has fallen in arrears. In the event of this right being exercised, the full balance still owing shall immediately become due and payable on demand.

### **Special requirements**

Nine Yards Travel requires that the client advise, in writing, of any special requests, needs or facilities that may be required due to medical needs, requirements relating to disabilities, special dietary requirements and refrigeration for the storage of insulin or other medically prescribed drugs, and any other requirement incidental thereto. In the case of costs with complying with such requests, needs or facilities, these costs shall be borne by the client and will be payable on demand. Unless proven to be gross negligence or wilful misconduct, if for any reason such requests are not met, the client shall have no claim against Nine Yards Travel for any damages suffered.

### **Right of retention**

Until such time as Nine Yards Travel has received payment in full for the services set out in the confirmed booking reservation, including but without limiting the generality thereof, airline tickets, vouchers for accommodation, excursions, meals and transportation (referred to as 'the documents') will not be issued or handed over to the client. The provisions of this clause shall entitle Nine Yards Travel to have rights of retention in respect of the documents.

### **Peripheral travel requirements**

Nine Yards Travel will endeavour to assist you in obtaining or meeting the requirements for passports, visas, health documents, insurance, use of credit cards, customs and immigration regulations as well as other peripheral requirements or services falling outside the actual travel arrangements made with the suppliers and referred to as "the booking" or "the reservation". Notwithstanding the aforementioned, due to the constant changing nature of such peripheral requirements and services, Nine Yards Travel will not be liable for ensuring that these requirements and services are provided correctly, promptly or at all, nor the accuracy of any information or any lack of information relating to such requirements and/or services.

### **Travel insurance**

Nine Yards Travel requires that you, and each member of your party, obtains travel insurance that covers medical expenses, emergency travel and personal accident cover. It is recommended that you and each member of your party, obtain comprehensive travel insurance which also covers cancellation, curtailment, personal baggage and money loss. This should be arranged at the time of payment of the deposit or full payment to cover you for cancellation from that time. You acknowledge that it is your responsibility to take travel insurance and that the cost thereof will be for your account. Nine Yards Travel will not be liable in any way whatsoever should you fail to do so.

Please note that the free credit card insurances do not give you adequate cover and you will have to take out additional cover.

Nine Yards Travel requires that you provide your insurance provider's name, policy number and emergency contact in case of an emergency whilst travelling.

### **Travel documents and visas**

A valid passport is required for all international travel. Passports must be valid for at least 6 months after your return from your trip. In certain cases, foreign passport holders require entry, re-entry or departure permits and/or visas to enter a country. Nine Yards Travel will endeavour to help you with any visa queries you might have and all information is given in good faith. However, it is solely your responsibility to ensure that you have the



correct visas. Nine Yards Travel will not be held liable for any delays, costs incurred or other inconvenience caused, if you are not allowed entry into a country.

Please note that anyone travelling to South Africa needs to have at least TWO BLANK pages, which lie side by side in his/her passport, upon entering the country. Failure to do so might result in you being denied entry into the country or you might not even be allowed to board your aircraft.

**South Africa has new laws with regards to minors travelling that came into effect from 15 June 2016. Please check with your consulate if they impact you.**

We recommend that you have at least one blank page in your passport for every country visited.

### **Vaccinations**

It is important that you speak to your doctor or local travel clinic to receive the latest information about vaccinations and to ensure that all your vaccinations are up to date before setting off on your tour. Certain countries require a yellow fever booklet. Please note that it is solely your responsibility that your vaccinations are up to date and that you carry proof of your vaccinations with you. Nine Yards Travel will not be held responsible in case of any delays or costs incurred if you are not allowed entry into a country.

Your local travel clinic will also be able to assist with the necessary precautions to be taken with regards to malaria and other tropical diseases.

### **Child policy**

A child of 12 years and older will automatically be regarded as an adult and charged the full adult rate for all services provided unless otherwise agreed in writing.

Certain suppliers offer a discounted rate to children under 12 years old. These rates will be advised according to the itinerary requested at time of booking.

Certain accommodation establishments refuse permission to children under the age of 12. Acceptance of children is therefore subject to the availability of family units and specific conditions implemented by the supplier.

Suppliers which do allow children may have restrictions regarding activities in which children may partake. This is at the discretion of the supplier and whilst it will be confirmed at time of booking, Nine Yards Travel cannot be held liable to any changes to the supplier's child policy.

### **Passenger responsibility**

All instructions from Nine Yards Travel representatives must be complied with at all times. No client shall be accepted or permitted to continue on a tour if their mental or physical condition is, in the opinion of the representative, such as to render them incapable of caring for themselves, makes them objectionable to other clients or becomes a hazard to themselves or other clients. Nine Yards Travel will not be responsible for expenses for such persons precluded from completing the tour for these reasons.

Passengers may not carry any unlawful articles or substances whilst travelling in the Southern African region. If any passenger contravenes the laws of the relevant country, Nine Yards Travel will be entitled to immediately exclude the offender from the tour who will then be responsible for their own repatriation and all costs thereof. The operator will under no circumstances assist any such offender in any dealings or negotiations with the relevant authorities.



Passengers must ensure that they reconfirm their international flights directly with the airline concerned at least 72 hours prior to the departure of each flight.

### **Assumption of responsibility**

Nine Yards Travel, and/or its agents, act only as agents for the client in all matters pertaining to travel. They assume no responsibility nor liability in connection with the service of any train, vessel, carriage, aircraft, motor or other conveyances which may be used, either wholly or in part, in the performance of its duty to the passenger; neither will it be responsible for any act, error, or omission, or any injury, loss, accident, delay or irregularity which may be occasioned by reason of any defect in any vehicle or through the neglect or default of any company or person engaged in conveying the passenger; or for any hotel proprietor, or hotel service, or for any other person engaged in carrying out the purpose for which tickets or coupons are issued. In the event that it becomes necessary or advisable for the comfort or well-being of the passengers, or for any reason whatsoever, to alter the itinerary or arrangements, such alterations may be made without penalty to the operators. Additional expenses, if any, shall be borne by the passengers, and conversely a refund will be made to the passengers if any saving is effected thereby. The Airlines concerned are not to be held responsible for any act, omission, or event, during the time passengers are not on board their planes or conveyance. The passage contract in use by the Airlines concerned, when issued, shall constitute the sole contract between the Airlines and the purchaser of these tours and/or passenger. The right is reserved to withdraw any or all tours should condition warrant, also to decline to accept or retain any passengers as members of the tours.

Nine Yards Travel, and/or its agents can assume no responsibility for lost tickets, vouchers, or coupons.

### **Interpretation, law applicable and jurisdiction**

Words implying the singular shall include the plural and vice versa. Words importing one gender shall include any other and reference to natural persons shall include legal entities and vice versa.

The laws of the Republic of South Africa govern this agreement and you hereby submit to the non-exclusive jurisdiction of the South African Courts.

The parties agree that save to the extent stated in this Agreement, no conditions, warranties or representation, whether oral or written and whether express or implied whether by statute or otherwise, shall apply hereto

No indulgence, leniency, or extension of time which Nine Yards Travel may grant or show to you shall in any way prejudice Nine Yards Travel or preclude Nine Yards Travel from exercising any of its rights against you in the future

The Parties hereby consent to the jurisdiction of the appropriate Magistrate's Court in regard to any action and/or proceedings based on/or arising from these Standard Conditions of Business.

This document reflects the only and full agreement between you and Nine Yards Travel and any variation and/or extension thereof shall not be valid unless agreed to both by the Parties in writing.

In the event of a clash and/or uncertainty in meaning and/or interpretation between this and any other document issued by Nine Yards Travel, this document will always have preference.

### **Website**

The information contained in this website is for general information purposes only and is an invitation to do business and not an offer. The information is provided by Nine Yards Travel and while we endeavour to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the



completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this website.

Through this website you are able to link to other websites which are not under the control of Nine Yards Travel. We have no control over the nature, content and availability of those sites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them.

Every effort is made to keep the website up and running smoothly. However, Nine Yards Travel takes no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond our control.

All information you provide to Nine Yards Travel will be kept strictly confidential and will not be made available to any third party unless obliged to do so by law.