+264 61 234 164/5

P.O. Box 20919, Windhoek Namibia

info@nch.com.na

68, Simeon Shixungileni Street, Windhoek

# TRAVEL TERMS AND CONDITIONS

## 1. EXCLUSION OF LIABILITY

- 1.1. All persons entering an NCH vehicle and/or property owned by NCH or under its control do so entirely AT THEIR OWN RISK.
- 1.2. NCH is not liable for any loss or damages (including consequential or special damages or loss of profits), loss of life, bodily injury or damage to or loss of property of whatsoever nature and howsoever caused, and whether or not caused by NCH, its directors, its officers, servants, agents or any other person acting on behalf of or under the control of NCH, arising out of or connected in any way with the transportation or non-transportation by NCH of any passenger or persons and/or their property.

#### 2. TICKET

- 2.1. The ticket is proof of the agreement of transport between NCH, the purchaser of the ticket and the passenger, and the accompanying terms and conditions are the entire agreement between the passenger and NCH.
- 2.2. A ticket is valid for the use only by the passenger to whom it is issued and for the route, date and time shown thereon. The passenger will be required to produce their unique ticket reference number and appropriate identification to check in. Please note the additional requirements for minor children further on.
- 2.3. It is the passenger's responsibility to ensure that the correct information is shown on the ticket. Any alteration to a ticket may render it invalid.
- 2.4. Passengers are not allowed to break their journey into multiple legs unless separate tickets are issued for each individual journey.
- 2.5. Only tickets purchased from NCH or its appointed agents will be valid. Any tickets obtained from any other place or person not being an NCH agent will be void and the bearer of such tickets shall have no claim whatsoever against NCH and/or any of its directors, officers, servants, agents, or any other person acting on behalf of or under the control of NCH for any damages whatsoever.

# 3. TICKET CANCELLATIONS AND CHANGES

- 3.1. A ticket can be cancelled and a refund issued subject to the following:
  - 3.1.1.Tickets 12 hours or more before the scheduled departure time, with a 25% cancellation fee;
  - 3.1.2. Notwithstanding the above, all tickets can be cancelled and will be refunded without any cancellation fee, provided that the cancellation is performed within 1 (one) hour after the ticket was purchased, but not within 15 minutes before the scheduled departure time, in which event the provisions of clause 4.5 shall apply.





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- 3.1.3.Tickets purchased within 15 minutes of the scheduled departure time may not be cancelled and if unused a 100% cancellation fee will apply.
- 3.1.4. Tickets cancelled in consequence of the provisions of this clause 3.1 shall attract the stipulated cancellation fee and the balance, if any, shall be refunded to the purchaser or the ticket holder as the case may be.

#### 4. LUGGAGE POLICY

- 4.1. Other prohibited items: The following may not be brought anywhere on board our buses: corrosive substances (such as acids and alkalis), ammunition and firearms, animals, combustible or flammable liquids (such as gasoline and kerosene), compressed gases, body parts of any kind (whether alive, dead, whole, or in part, or cremated), explosives (including fireworks), hazardous materials (poisons, radioactive materials, etc.), materials with a noxious odor.
- 4.2. NCH allows 5kg free of luggage weight and reserves the right to charge at the rate of N\$4 per excess kilogram for all luggage. The kilograms are weighted by NCH scales.
- 4.3. NCH reserves the right to refuse carriage of luggage, goods or any person in its sole discretion.
- 4.4. NCH busses will make every effort to safeguard your luggage and return it to you in the perfect condition that it was loaded in the bus. However, NCH will not be held liable for damage or loss of any luggage.

### 5. TIMETABLES AND SCHEDULES

- 5.1. Whilst NCH will make all reasonable effort to keep to its scheduled timetables
- 5.2. NCH reserves the right to cancel any of its services for any reason without prior notice. NCH will not be liable for any loss or damage incurred by passengers as a result of such cancellation.
- 5.3. Passengers must be at the departure point 60 minutes prior to the scheduled departure time for domestic departures.
- 5.4. Carriage of passengers arriving within 15 minutes prior to the scheduled departure time is not guaranteed, and save in the event of hospitalization or death, any such passenger may not be allowed to travel, the ticket may be subject to cancellation with a 100% cancellation fee and may be made available to standby passengers on a first come first serve basis. NCH shall not be liable and is exempted from any loss, damage, or any claim occasioned by such cancellation.





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### 6. CHILDREN

- 6.1. Children under 12 years will not be allowed to travel alone and must be accompanied by a parent or guardian older than 16 years.
- 6.2. Children younger than 4 years may travel free of charge on the lap of a parent or legal guardian, provided that only one child per parent or legal guardian is allowed.
- 6.3. Please note that NCH shall be entitled, but not obliged, to interview any minor child or any major person without the interference of any legal guardian, parent or any other person, save for law enforcement officials in the exercise of their duties, and to do all such things it may in its sole discretion deemed necessary to prevent the trafficking of minor children or any person on any of its vehicles.

#### 7. ON-BOARD ENTERTAINMENT

- 7.1. NCH broadcasts family-friendly video and audio material on selected buses.
- 7.2. NCH does not guarantee the availability of onboard video and audio material on any bus.

### 8. GENERAL

- 8.1. NCH reserves the right to inspect the ticket, travel documents, luggage, goods, packages and parcels of any passenger.
- 8.2. NCH reserves the right to refuse to transport or continue to transport, any passenger(s) or their luggage or goods provided that such refusal shall not result in any unfair discrimination.
- 8.3. NCH will not refuse the transport of passengers merely based on the fact that they are physically challenged.
- 8.4. Smoking and the use of alcohol or drugs on any NCH vehicle are prohibited and forbidden by law and shall not be allowed on NCH's vehicles. NCH reserves the right not to transport any passenger who enters any NCH vehicle whilst intoxicated.
- 8.5. With the exception of trained guide dogs accompanying blind passengers, no pets will be allowed on Interscope's vehicles.
- 8.6. Expectant mothers: No passengers are allowed beyond 30 weeks of pregnancy. Passengers beyond 28 weeks of pregnancy must provide a medical certificate confirming their fitness to travel
- 8.7. The terms and conditions set out herein shall be severable of each other and the invalidity of any part of these terms and conditions shall not affect the validity of any other part.

