



## YUSRA TOURS BOOKING TERMS & CONDITIONS

The "Company" shall for the purpose of the tour mean Yusra Tours, the tour operating division of the YUSRA TOURS & TRAVEL GROUP, all personnel, agents and parties acting on their behalf. These Standard Booking Terms and Conditions contain important information and it is essential that you carefully read and understand them.

**1. The Contract** the Booking Form, these Terms & Conditions as updated from time to time and any acceptance of a booking by Yusra Tours ("the Company") form the sole basis of the contract between the Company and the person signing the booking form ("the Client") being all persons included in the booking as travelling or intending to travel with Yusra Tours. The person making the booking that is subject to these terms & conditions confirms that he/she is above 21 years of age and has full authority to do so on behalf of all persons whether named or not and further confirms that all such persons are fully aware of and accept these terms & conditions. No employee or agent of the Company has the authority to vary or waive any of these terms & conditions or promise any discount or refund. The contract between Yusra Tours & the Client and all matters arising from it shall be governed by and construed in accordance with the laws of and applicable exclusively in South Africa and subject to the jurisdiction of the Durban Magistrates Court.

**2. Booking** a booking is made by a Client who submits a duly completed and signed Booking Form accompanied when appropriate by the required deposit or full payment. The Company will not accept any bookings other than those received on a completed and signed booking form. A booking is accepted by the Company only if and when it issues confirmation of its acceptance of the booking & availability of the relevant flights, accommodation and other relevant facilities. Once the full payment has been received for an accepted booking the Company will issue to the Client an official voucher, Multi Purpose Document (MPD) or other suitable document. The Client will be required to present this to the relevant hotel, car hire or other supplier of ground services included in the booking in order to obtain the relevant services.

**3. Payment** is deemed confirmation that the Client has read and accepts the Company's booking terms and conditions. Clients booking by telephone, facsimile, e-mail or via the Internet will be deemed to have read the booking conditions and accepted them. For bookings requested the specified minimum cash deposit of R1500 in the low season and R2500 per person in the high season must be paid at the time of request. Deposits are non-refundable & non-transferable. Once confirmation is received and advised to the Client, the specified deposit must be paid within 24 hours of the advice being given. If any money, be it a deposit or full payment, is not received by the due date, the Company reserves the right to treat the booking as cancelled by the Client who will then be liable for cancellation charges as specified in Clause 6 below. If, for any reason, a booking is not accepted by the Company all monies paid to the Company by the Client for that booking will be refunded and the Company shall not have any further liability to the Client. For trade fairs, special & sporting events and for bookings made less than eight weeks prior to departure, the full tour price is payable upon confirmation. All land arrangements are payable in cash.

**4. Prices and Validity** all fares & prices quoted are indicative only, are subject to availability and are correct at the time of printing. All prices quoted are for cash transactions based on prevailing tariffs & exchange rates that are subject to change which in turn may affect the prices quoted here. Prior to confirmation of receipt of your full payment The Company reserves the right to pass on all surcharges to the client without prior notice to cover any tariff increases, including the costs of fuel and security charges, landing and departure taxes at ports and airports.

**5. Travel Documentation** the Company produces tours expressly for the South African market / passport holder. Visa regulations and restrictions applying to foreign passport holders should be reconfirmed with the consultant and complied with by the Client at the time of booking. The responsibility for compliance with all governmental regulations relating to the provision of current and valid passports (at least 9 months in some cases), visas, inoculations, vaccinations, re-entry permits and the like where required is that of the client alone. Visas do not represent a guarantee of admittance to any destination and immigration authorities reserve the right to deny entry, repatriate, deport or prosecute alien visitors who fail to present the necessary documentation upon request or contravene immigration laws. Visas are issued at the sole discretion of the visa issuing authorities in accordance with their specific visa application requirements and terms and conditions. Their decision is final and no correspondence will be entered into. Moreover, they are not obliged to give any reasons for the refusal of visas & forfeiture of application fees, nor will they assume any responsibility for any financial loss or inconvenience that may be sustained by the applicant in the event of a refusal, delay, loss of passports/travel documents or any irregularity that may arise during the visa application process. In instances where the Company is obliged or instructed to handle the visa acquisition process on behalf of the client it does so on the explicit understanding that the Company will not be held responsible for any inconvenience, delays, loss, damage or costs howsoever arising. Clients are urged to scrutinize their visas and check validity dates, official stamps and all relevant visa details immediately upon receipt of their passports & report any error or discrepancy to the Company who do not hold themselves responsible for any irregularities, errors or omissions caused by the visa issuing authorities in which case any resultant costs to rectify the same will be borne by the client alone. The Company shall not be held liable for any consequence of any nature arising from any non-compliance of governmental regulations by the client who is further responsible to check all tickets, coupons and vouchers to ensure that they are in proper order prior to departure from his/her point of origin in South Africa. Any discrepancies related to missing or incorrectly detached flight/transport coupons, incorrect coupon data or lost/misplaced vouchers discovered after departure will result in the client paying the service supplier directly for services and no refund or reimbursement request will be entertained by the Company.

**6. Cancellation of Bookings** the Company may cancel a booking at any time when necessary because of events beyond its control, or an overbooking which arises from the default or omission on the part of any service supplier such as a carrier or hotelier providing any services comprised in the booking. The Company will inform the Client of any such event as soon as practicable, and at its discretion refund monies paid or, where practicable, offer the Client a comparative alternative holiday for any booking so cancelled. The Company will be under no further liability to the Client whatsoever in such circumstances. Should the Client be forced to cancel a booking at any time, the Client must give the Company written notification signed by the Client even if verbal notification of an intention to cancel has been given and the cancellation will take effect on the date that the Company receives such written notice. To cover the estimated loss to it, caused by the cancellation, the Company reserves the right to make a charge which is payable by the Client as follows: beyond 8 weeks prior to departure – forfeiture of deposit, between 4 to 8 weeks 50% of the total tour cost, between 2 to 4 weeks 75% and within 2 weeks of tour departure 100% of the total tour cost. Trade fairs, special & sporting event bookings carry 100% cancellation charges. In addition, cancellation charges for air tickets issued by and on behalf of the Company will apply as determined by airline tariff regulations and may vary due to the fare used and type of ticket issued. The full insurance premium is payable in the event of cancellation by the Client and the reason for cancellation will determine whether these charges may be recoverable under your insurance policy.

**7. Changes to Bookings** whilst it is unlikely that the Company will have to make any changes to a booking which has been accepted by it, sometimes a change in circumstances make changes to bookings unavoidable. The company reserves the right at any time to cancel or modify any bookings or change any of the facilities, services or prices quoted including flights, accommodation, transport, or other arrangements and to substitute alternative arrangements of comparable monetary value without compensation and accepts no liability for any inconvenience, loss of time or enjoyment due to these changes. The right is further reserved to substitute the hotels

listed with others of a similar or higher category and any resultant expense shall be borne by the passenger. The Company shall not be liable for any delay in, change to or cancellation of bookings before or after departure from the point of origin wherein circumstances are beyond its control and include but is not limited to war or threat of war, civil disturbance, political unrest, terrorism, acts of God, acts of government, industrial disputes, disease, natural, industrial or nuclear disasters, adverse weather, closure of airports, fire, strikes and failure of a carrier, hotelier or other person to operate services for any reason.

If the Client wishes to change his/her booking, the Company will endeavour to accommodate these changes. In view of the additional work involved, the Company reserves the right to charge a fee of R250.00 each time a change or amendment is made to a confirmed booking in addition to any cancellation and administration charges applicable to documents or vouchers submitted for refund or reissue. Any changes to a confirmed booking requested less than 14 days before departure will be treated as a cancellation of the Client's original booking and cancellation charges as detailed in paragraph 6 above will apply. Any new arrangements will be regarded as an entirely new booking. All requests for changes & amendments must be made in writing and signed by the Client. No request for amendment or cancellation of hotel accommodation is accepted during trade fair, special & sporting event periods within 30 days before date of arrival. A late booking fee of R250.00 per booking will be charged for bookings made within 14 days of departure.

**8. Flight Bookings** the Company will use its best efforts to ensure that all flight prices are correct at the time they are quoted. Bookings are made upon payment of a deposit and the airfare can only be guaranteed when the flight booking has been paid for in full and the ticket has been issued. Full payment is required immediately upon confirmation when special, advance or instant purchase; promotional and inclusive tour airfares are used in conjunction with land arrangements and are subject to special conditions, restrictions and penalties as stipulated by the airline concerned. Flight bookings are not transferable and airlines reserve the right to amend or withdraw any airfare without prior notice. If flight changes are requested by the Client after the deposit has been received or if flights are cancelled by the Client after tickets are issued, revision fees, change of reservation fees or airline cancellation fees will apply and may be in addition to cancellation charges mentioned in paragraph 6 above. If the Company is unable to confirm your air reservation in its scheduled class of service it may offer the next higher fare class that is available. Group bookings and ticketing are controlled directly by the airline concerned.

**9. Airline Responsibility** passengers must travel as ticketed and are responsible for their onward flight reconfirmations that must be done at least 72 hours prior to flight departure. Failure to do so may result in the cancellation of flight reservations by the airline. A baggage allowance of 20kg is permitted on international flights. The airlines concerned are not to be held responsible for any act, omission, or event during the time passengers are not on board the aircraft. The ticket in use by the airline when issued shall constitute the sole contract between the airline and the purchaser of the ticket.

**Low Cost Carriers** are used on certain itineraries for increased frequency and seat availability and to further reduce tour prices. Please be aware that all low cost carriers provide point to point carriage and assume no responsibility for missed onward flight connections if their flights are rescheduled or delayed for any reason. Tickets are valid for the passenger named and the flight specified therein. If you fail to check in on time or board the aircraft before the boarding gates close the fare you paid will not be refunded for any reason whatsoever. Free checked baggage allowance on certain low cost carriers is limited to 15 kg with 7kg allowed for un-checked cabin baggage. Please check with the consultant at the time of booking.

**10. Yusra Tours** the Company operates normal, sports and adventure tours to destinations the world over, including certain regions where the standards of accommodation, transport, safety and security, hygiene, medical facilities and other infrastructure may, at times be lower than those you would normally expect. All trips, but especially those to sporting events, visiting remote or unstable regions or areas with extremes in climatic conditions or dangerous wildlife, involve a risk of injury, psychological trauma, disease, loss or damage to property, inconvenience and discomfort. All bookings are accepted on the clear understanding that the clients are fully aware of the risks and potential hazards and agree to assume all such risks associated with the journey, which they undertake of their own volition.

**11. Travel Insurance** is mandatory for all clients booking a tour produced by the Company. Clients are solely responsible for arranging their own travel insurance cover against their sustaining

any loss or expenses arising from unforeseen circumstances prior to or during the entire period of their proposed journey. Clients together with their personal property including baggage are at all times and in all circumstances solely at their own risk. The travel insurance cover automatically provided with credit card purchases does not provide adequate cover as standard. A suitable insurance policy should provide adequate cover for accidental death or disability, medical expenses, including any related to pre-existing medical conditions, helicopter rescue and air ambulance, delays, cancellation & curtailment, loss of baggage, personal effects, money, travel documentation & personal liability.

The Company is able to assist clients in obtaining a suitable insurance policy and in accordance with Section 22 of Tourism Act No. 72 of 1993, the Company hereby offers Travel Insurance to the Client. Where the Client declines to purchase suitable insurance cover offered by the tour producer he/she indemnifies the Company against all responsibilities and liabilities howsoever arising due to his/her failure to purchase adequate insurance cover. **Clients should satisfy themselves that any travel insurance arranged through the Company is exactly what they require and should arrange supplementary insurance if need be. Clients arranging their own insurance cover should ensure that there are no exclusion clauses limiting protection for the type of activities in their tour. Clients are required to carry proof of insurance with them and produce it if reasonably requested by the Company's employees, agents or service suppliers. The Company reserves the right to cancel the client's participation in a tour at any time, including after the start of the tour, with no right of refund, if the client is unable to provide proof of insurance.**

**12. The Company's Responsibility** the Company accepts no liability for any loss or damage howsoever caused by events beyond its control. The Company does not accept and hereby excludes all liability for the acts or omissions whether negligent or otherwise of airlines, carriers, coach operators, hoteliers or any person providing goods or services in connection with any booking unless such person is either employed by it and acting within the scope of his/her employment or is its agent under its control. The Company acts as agent only and is not itself a provider of flights, accommodation, ground services tours or other facilities nor does it control the third parties who provide such services in connection with the Client's booking. All bookings are accepted and all arrangements are made by the Company subject to any and all conditions imposed from time to time by airlines, sea, rail and road carriers, car rental companies, providers of accommodation, catering and other services or facilities connected with the booking and such conditions will apply to the Client as if they were incorporated into these Conditions and any law, direction or order imposed from time to time by any competent authority. Some third party conditions referred to above seek to exclude or limit liability of the third party concerned, for instance, the liability of airlines and certain carriers for personal injury (including death) or loss or damage to property and baggage is usually limited by conditions contained within the airline's / carrier's ticket and Conditions of Carriage and/or by law. The Company will not accept responsibility or liability for any Client who contravenes any law or regulation of any country visited. The Company will not be liable for any claims where such properties that are not featured in its brochures are booked upon the Client's express request but do not satisfy his/her expectations. Any independent arrangements made by Clients are done so entirely at their own risk. The Client warrants that he/she has not relied on any representation made by the Company that has not been stated expressly in these terms and conditions.

**13. Ages, Fitness and Participation** all clients are expected to satisfy themselves prior to booking that they are fit and able to complete the itinerary of their chosen tour. Persons over 60 years of age may have to provide medical evidence of fitness to travel on certain itineraries. Persons under 18 years of age will be accepted on tours only if accompanied by a parent or guardian who accepts full responsibility for them. The Company reserves the right to decline a booking at its sole discretion.

**14. Pre-existing Medical Conditions** at the time of booking, clients must inform the Company of any pre-existing medical conditions that might reasonably be expected to increase the risk of their requiring medical attention, or that might affect the normal conduct of a tour and the enjoyment of other tour participants. Anyone suffering from illness or disability or undergoing treatment for any physical or medical condition must declare the true nature of such condition and make proper arrangements for the provision of any medication or other treatment that may be required during the tour. Failure to make such disclosures will constitute a breach of these booking conditions and result in such persons being excluded from the tour in which case all monies paid by the client will be forfeited. Passengers with disabilities must be accompanied by a suitably qualified person capable of providing all assistance required. In the case of ill health whilst on tour, the Company may make such arrangements as it sees fit and recover the costs thereof from the client.

**15. Unused services and refunds** no refunds will be considered for the following reasons: no-shows or any unused services irrespective of whether they form part of the basic tour price or in respect of pre-booked optional arrangements; partially unused car rentals, apartment reservations or package tour components; leaving a tour for any reason after the tour has begun; delays and/or cancellation of special & sporting events and trade fairs due to circumstances including but not limited to acts of God, force

majeure, weather conditions or any other unforeseen circumstances. No refunds for unused hotel accommodation, breakfast, hotel services or airport transfers especially during group tours, trade fair, special & sporting event periods. An administration fee of R350 per ticket is payable to the Company prior to the processing of any refund application for lost or unused air tickets on behalf of the client.

**16. Delays** are commonplace. The Company, its employees and agents shall not be responsible and shall be exempt from all liability for any delays prior to departure from your point of origin in South Africa or during the course of any tour whether brought about by force majeure, changes in flight schedules, overbooking by the airline, technical difficulties, strikes, adverse weather conditions or any other circumstances whatsoever. It is understood that all expenses relating to any such unscheduled extensions viz. hotel accommodation, airfares, taxi fares, meals, telephone calls etc. will be borne by the client.

**17. Tour Price Exclusions** unless otherwise specified the price of any tour booked excludes VAT, un-ticketed airport taxes, fuel and other applicable surcharges, passport, visa and courier fees, insurance, laundry, telephone bills, beverages, tips & gratuities to tour leaders, guide services, entrance fees, items of a personal nature, excess baggage charges, optional excursions and any services not stipulated in the tour itinerary, brochure or service vouchers.

**18. Complaints** if you have a complaint whilst on your trip, you must make it known to the Yusra Tours tour leader or our local representative who will normally be able to take appropriate action. If you are not satisfied with their response and feel your enjoyment of the holiday is likely to be significantly affected you should notify us in writing and we will do our best to resolve the problem. If at the end of the trip you feel that your complaint was not properly dealt with, you must notify us within thirty days of the end of your trip.

**19. Courier Services** passengers are personally responsible for the collection of their travel documentation from our offices. Courier fees are not included in the tour price and will apply when delivery of travel documentation is required. No responsibility or liability shall attach to the Company, its employees or servants in the event of delays, loss, misdirection or theft of travel documents or passports when using its company messenger, the post office, document exchange or independent courier services for the delivery of all travel documentation to and from our offices on behalf of the passenger.

**20. Your Financial Security** Yusra Tours that is incorporated in South Africa with limited liability and has been in business since 1998. Our head office is located at 140 Bengal Street, Shop no 10, H.S Ebrahim Centre, Laudium, Pretoria. Our IATA Accreditation Number is 77 2 12 5132

**21. Guaranteed Departures** holidays that are not group tours are guaranteed to operate once a booking has been confirmed unless otherwise mentioned. Trips are guaranteed to operate once a minimum of two persons is booked.

**22. Publicity** you agree that Yusra Tours may use images of you taken during the trip without recourse to you and without compensation for publicity and promotion purposes only, through whatever medium it chooses.

**23. Authority of the Tour Leader** at all times the decision of the Yusra Tours leader or representative will be final on all matters likely to affect the smooth operation of the trip and the safety and well-being of tour participants. Yusra Tours reserves the right to decline to accept or to retain any person as a member of the tour party at any time.

**24. Electronic Tickets** if you purchased an electronic ticket directly from the airline over the internet, the credit card used to pay for the ticket must be presented by the cardholder upon check-in at the airport. Whilst the cardholder does not need to book and travel personally he/she must be physically present with the credit card used at the check-in counter. Failure to do so may result in the passenger having to make a guarantee payment either in cash or by alternative credit card.

**25. Destination Enquiries** passenger enquiries with regard to local issues and prevailing conditions at your intended destinations should be made prior to departure from your point of origin. The Company makes no representations as to the safety and security, prevailing conditions or other issues that may exist at any destination. Advice may be obtained from local governments, local consular offices and the official websites of the relevant foreign affairs / governmental departments concerned.

**26. Hotel standards, facilities and room sizes** vary in different destinations and hotels or resorts in one city cannot be compared directly with those in another city. Prices quoted are per person share twin and cover standard room accommodation unless otherwise specified. For example: "run of house" means that the room type will be assigned by the hotels, subject to availability at the time of check-in. Special requests such as a baby cot, room location or type, a particular facility or view at a hotel are not guaranteed and can be offered on a request-basis only and are subject to availability at the time of check-in. Yusra Tours will not be responsible if the requests cannot be satisfied or confirmed. Passengers traveling alone cannot purchase share twin accommodation & a surcharge will be payable for a single room or

for any additional beds arranged.

**27. Check-in & check-out times** vary from place to place with the norm being between 12h00 & 15h00 for check-in on your day of arrival and between 11h00&12h00 for check-out with no guarantees for early/late check-in/check-out unless paid for. Hotels reserve the right to charge for periods when the room is occupied before the normal check-in time and after the normal check-out time. For your comfort we therefore recommend that when booking the number of nights you intend to stay, you consider whether this covers your early arrival or your late check-out, neither of which is covered by the tour price. Upon check in, hotel staff will request an imprint of your credit card or a cash deposit for any additional in-room services. You may settle your bill for any extras or have the cancelled voucher returned to you if there aren't any charges when checking out.

**28. Service Vouchers** the Yusra Tours voucher is our official document that serves as both a confirmation and exchange document for the arrangements you have purchased. You will be required to present it to your hotel, car rental or any other named service provider for the provision of the services mentioned therein. Vouchers are valid for the dates and services mentioned only and are not refundable, transferable or endorsable. Any unauthorized alteration renders the voucher null and void. Hotel, car rental or any other named service provider has no authority to refund any monies paid or grant any authority to claim a refund from the Company for lost or unused vouchers, transportation tickets, car rental and apartment or tour package components. Clients who have lost or mislaid their vouchers or are unable to present them upon request will be obliged to pay the service provider directly for the provision of services. There are no refunds for no-shows or any unused services that either form part of the basic tour price or pre-booked optional arrangements. Clients who may request upgraded and/or additional services not stipulated in the voucher are responsible to settle payment for the said services directly with the service provider concerned.

**29. Brochure & Invoice Accuracy** every effort is made to ensure brochure accuracy at the time of going to press. The Company is not responsible for omissions, printing and /or typographical errors in brochures, on internet sites, correspondence or invoices or in any other media where such information may be presented and reserves the right to make corrections as required. The terms and conditions listed are those in effect at the time of printing and remain in effect until replaced. These terms and conditions replace all previous versions. In the case of computer or human billing errors, the Company reserves the right to re-invoice passengers with the correct billing. Please review the details on your invoice upon receipt and advise us immediately of any discrepancies.

**30. Baggage** your single main bag should not exceed 76 x 46 x 26cm in size and 20 kg in mass. Please limit the size of your hand luggage to approximately 43 x 36 x 20cm. In compliance with legal vehicular weight limitations we regret that we are unable to accept a second suitcase or any luggage exceeding these limits. If you are carrying extra luggage, please make independent arrangements for its storage/transport while you are touring. International air carriers may also impose excess baggage charges if weight or size limits are exceeded. For security reasons keep all unchecked luggage in your immediate possession. Should your luggage be delayed, please note that it is the responsibility of the airline to ensure that it is delivered to you en route. To assist in this process, a claim form should be filled out at the appropriate airline's desk in the baggage reclaim hall prior to leaving the baggage reclaim area. If you need assistance later in contacting the airline for information regarding your delayed luggage, please ask your tour representative. Claims for reimbursement for delayed luggage should be addressed directly to the airline concerned.

**31. Airport check-in** allow a minimum check in time of approximately three hours for international flights and one hour for domestic flights. Passengers are advised to check in as early as possible after the airline check in counters open to complete time consuming check-in, security and immigration formalities. Check-in counters close approximately sixty minutes prior & boarding gates twenty minutes prior to flight departure time and are usually a considerable distance away from the departure control area. At most airports there are no longer any departure announcements so watch the departure information screens and ensure that you report to your correct boarding gate in good time. E.&O.E.



# Yusra Tours

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