

## **TERMS AND CONDITIONS**

**Please read the following carefully, as they set out the terms and conditions of the contract between you and Unitravels Umrah (Pty) Ltd trading as Universal Travels.**

**Unitravels Umrah (Pty) Ltd** is a travel agency, our job is to arrange travel at your request. We provide clients with travel and/or other services on behalf of principals.

The delivery of travel arrangements is through third parties. We act as an agent for, and sell various travel related products as an agent on behalf of, numerous transports, accommodation and other service providers, such as airlines, coach, rail and cruise line operators, as well as all of our wholesalers. Our obligation to you is to (and you expressly authorise us to) make travel bookings as your agent on your behalf and to arrange relevant contracts between you and travel service providers. We exercise care in the selection of reputable service providers, but we are not ourselves a provider of travel services and have no control over, or liability for, the services provided by third parties. All bookings are made on your behalf subject to the terms and conditions, including conditions of carriage and limitations of liability, imposed by these service providers. Your legal rights in connection with the provision of travel services are against the specific provider and, except to the extent a problem is caused by fault on our part, are not against us. Specifically, if for any reason (excluding fault on our part) any travel service provider is unable to provide the services for which you have contracted, your rights are against that provider and not against us.

**1. Responsibility.** To the extent permitted by law, we do not accept any liability in contract, or otherwise for any injury, damage, loss (including consequential loss), delay, additional expense or inconvenience caused directly or indirectly by the acts, omissions or default, whether negligent or otherwise, of third party providers over whom we have no direct control, force majeure or any other event which is beyond our control or which is not preventable by reasonable diligence on our part.

Universal Travels makes every effort to ensure that all the arrangements and services connected with a passenger's itinerary will be carried out as specified in the most efficient and effective way possible. However, we do not have direct control over the provision of services by suppliers and, whilst they are in all cases selected with the utmost care, we do not accept liability for errors and omissions of such suppliers. The contract in use by such suppliers (which is often constituted by the ticket Issued by the Principal), shall constitute the sole contract between the supplier and the client and any right of recourse the client may have, will be solely against the supplier.

**2. Bookings** – Bookings will only be confirmed on the condition that full payment is received.

**3. Late Booking Fee & Communication Expenses** - In the event of a booking being made less than 7 days prior to the date of departure, Universal Travels reserves the right to charge for any extra communication expenses.

**4. Price Changes** - The costs associated with travel arrangements are not always stable, and currency movements can fluctuate sharply. It is impossible to predict these movements in advance. When you book a package through us, we reserve the right to pass on any surcharges to you. Surcharges may be imposed to cover increases in transportation costs, including the costs of fuel and security charges, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports, or exchange rates applied to the particular package. Peak season surcharges and block out dates may apply. Airfares are subject to the prices and conditions quoted by the particular airlines and cannot be guaranteed by Universal Travels. **Airfares and taxes are quoted on specific classes and is subject to class availability at the time of booking.** Should the client make a group reservation & subsequently the group numbers deviate from the minimum number required for the booking, Universal Travels reserves the right to re-cost the price and raise a surcharge. Should any client refuse to accept and pay such surcharge, it may result in cancellation of the booking and forfeiture of all payments made. Universal Travels guarantees the price of land arrangements, only once full payment is received.

**5. Substitution** – Universal Travels or their agents and associated companies reserve the right to substitute hotels booked with a similar category no extra cost to the passenger. Hotels reserve the right to close facilities due to operational requirements without prior notice. Services and facilities at hotels may change without notice.

**6. Itinerary Alterations** - While every effort is made to keep to all itineraries, Universal Travels reserves the right to cancel any tour/travel arrangements prior to departure, which may arise due to unforeseen circumstances. The duration of the travel package may have to be extended or curtailed owing to unforeseen changes in transport schedules. Any resultant expense will be borne by the passenger.

**7. Travel Delays** – Universal Travels does not hold itself responsible for any delays prior to departure, or during the course of its tours, brought about by technical difficulties, strikes, weather conditions or any other unforeseen circumstances which are beyond its control. It is understood that any expenses relating to these unscheduled extensions (e.g. hotels, meals, airfares, telephone calls, etc.) will be for the passengers' account. Losses due to travel delays may not be refundable however, we will always use our best endeavor to negotiate refunds on behalf of passengers.

**8. Force Majeure (superior force)** – Universal Travels does not accept liability or pay you compensation where the performance of our contractual obligations is affected by "force majeure" (included but not limited to war, threat of war, riot, civil or political unrest, industrial dispute, terrorist activity, natural or nuclear disasters, fire, adverse weather conditions, closure of ports or airports, air traffic control delays, technical problems, circumstances amounting to "force majeure". Universal Travels will always use its best endeavors to assist passengers where necessary and or possible.

**9. Unused Services** - No refunds will be considered for any unused services irrespective of whether they form part of the basic package, or whether they are in respect of pre-booked optional arrangements. No refunds can be considered on partially unused hotel accommodation, flights or car rentals.

**10. Special Requests** - Should you have any special requests these should be conveyed to us at the time of booking. Universal Travels will endeavor to comply with special requests however cannot guarantee that these special requests will be met. Hotels check in/check out times are fixed and there are no guarantees for an early check in or late check out unless paid for. Where special requests eg. room location, interconnecting/adjacent rooms, king size beds, etc. are an important factor, please advise us when the booking is made. We will pass on your request to the hotels but cannot guarantee it will be accommodated.

**11. Travel Insurance** - Travel insurance is essential. We strongly advise passengers to take out travel insurance against cancellation, curtailment, illness, loss of baggage, personal accident, personal liability and default at the time of booking.

**12. Amendments to Airline Tickets** - Once tickets have been issued a fee will be levied by the airline in question should any changes be requested. This fee varies from airline to airline. Such changes specifically include, but are not necessarily limited to, any changes which are required to be affected due to the incorrect spelling of a passenger's name, change to travel dates or routing. Airlines are non-negotiable to changes post ticket issuance.

**13. Flight and Other Travel Timings** - Flight timings are provided by airlines and are subject to Air Traffic Control restrictions. All means of transportation are subject to weather conditions, the need for constant maintenance, and the ability of passengers to check-in on time. There is no guarantee that flights, ferries, ships, trains or coaches will depart at the times stated on any itinerary or tickets which you receive. All timings are estimates only, and we do not accept any liability for any delay, however arising, or for any schedule alterations.

**14. Flight Reconfirmation** - It is your responsibility to ensure that you reconfirm the departure date and times of all your flights at least 72 hours prior to departure. This is particularly important in respect of subsequent journeys once leaving South Africa and Universal Travels hereby specifically excludes any liability for any delay and/or loss as a result of your failure to reconfirm any flight and/or connecting flight.

**15. Documents** - Documents (vouchers, itineraries, etc.) are only prepared on receipt of full payment of the package price. It is important that you check all details of your travel documents (including your itinerary) before leaving South Africa. If there are any inaccuracies on any of your travel documents, or should you have any further queries, you should contact us immediately. Universal Travels will not be liable for any delay and/or loss occasioned as a result of any inaccuracies on any travel documents once you are in receipt thereof and you have left South Africa.

**16. Changes by You** - If you wish to make a change to your booking, we will endeavor to assist you to make the change wherever this is possible. You will have to pay all charges, whatever kind, imposed by the suppliers providing that component part of your travel arrangements when amending a booking any time prior to departure. Fares will be re-quoted at the time of amendment. After departure it is understood that extra expenses incurred as a result of any change will be for the passengers account, and any unused service will not be refunded

**17. Cancellations and Curtailment** - If you wish to cancel your booking you must inform us immediately. You will be liable to pay the following cancellation charges:

- a) Flights are refundable in accordance to the respective airline policy and after deduction of admin cost. Certain classes of flights are non-refundable regardless of when cancellation is effected.
- b) Where your booking is for a full package, you will be responsible for all cancellation charges, of whatsoever nature, imposed by the suppliers providing the component parts of such travel arrangements.
- c) Bookings made/cancelled less than 10 days prior to departure are non-refundable.
- d) Visa fees are strictly non-refundable after processing has commenced.
- e) Accommodation and transport within the cancellation period are refundable however a penalty will be levied to cover the cost of administration and repatriating funds back in to South Africa at the current rate of exchange. Any monies which you have already paid to us, will be taken by us as payment or part payment of any cancellation charges
- f) Ramadhan bookings for Umrah are non -refundable.

**18. Air tickets** - Cancellation fees apply once air tickets are issued. The cancellation fees range between 25% up to 100% (plus VAT) of the total airfare paid, dependent on the class of travel and the airline concerned. During high/peak periods - once issued, tickets cannot be changed and are non-refundable. Airlines are non-negotiable to changes post ticket issuance. Passengers are reminded that they are responsible for reconfirmation of flights and flight times at least 72 hours prior to departure to ensure the airline has had no schedule or time changes. Failure to reconfirm flights with the airline concerned could lead to the cancellation of the flight reservation. Universal Travels is not responsible for the overbooking by airlines resulting in passengers being denied boarding. Providing passengers adhere to check in time, it is the airlines responsibility to reroute or rebook flights.

**19. Amendments** - An amendment fee of R200 will be charged for each amendment made to a fully confirmed reservation. This amendment fee excludes the applicable airline reissue/cancellation fee (applicable if tickets have already been issued). Amendments made within 6 weeks of departure, in the case of passengers travelling outside of peak season, and within 12 weeks of departure, in the case of passengers travelling during peak season, will attract the applicable cancellation fees in addition to this amendment fee.

**20. Late Booking Fee** - A late booking fee of R300 will be charged for requests received within 7 days of departure. Once confirmed these bookings will carry the cancellation fees as set out above. Due to the policies of our suppliers we require full payment before we can request availability for bookings made within 10 days of departure.

## **21. Complaints**

a) In the event that you have any reason to complain, or experience any problems with your holiday whilst away, you must immediately notify us to enable us to resolve the problem. Failure to give us the opportunity to resolve any problem at the time it occurs may result in either a reduction, or complete extinction, of any rights which you may have for compensation.

d) Whilst every effort will be made to resolve your complaint to your satisfaction, it is specifically recorded that Universal Travels in no way accepts liability for any claim.

**22. Passports, Visas and Health** - It is entirely the client's duty to ensure that all passports & visas are current, valid, obtained on time and that any vaccinations, inoculations, prophylactics (eg. for malaria) and the like, where required, have been obtained. Passports must be valid for 6 months after return to South Africa. Please check the requirements with Universal Travels before travelling. We will endeavor to assist the client but such assistance will be at Universal Travels discretion and the client acknowledges that in doing so, Universal Travels is not assuming any obligation or liability and the client indemnifies Universal Travels against any consequences of non-compliance. It is the client's duty to familiarize him/herself with the inherent dangers of and mental and/or physical condition required for the proposed travel arrangements. The client must ensure that the details supplied to Universal Travels mirror those details shown on their passport for international travel and ID documents for local travel.

## **23. General Information**

a) Taxes: We will advise you of all mandatory taxes, which you must pay before departure. However, many countries charge departure taxes or tourism levies that can only be paid locally. It is therefore recommended that you retain sufficient local currency to meet such charges. Details of departure taxes can be obtained from the relevant airline when you reconfirm your flight details.

b) Special requests: We can pass on any special requests that you may wish to make at the time of booking, but acceptance of such requests is at the discretion of the airline or other supplier and in no circumstances are special requests guaranteed. Confirmation that a special request has been noted or passed on to the supplier, or the inclusion of the special request on your confirmation invoice or any other documentation, is not confirmation that the request will be met.

c) Medical Problems: If you or any member of your party has any medical problem or disability which may affect your holiday, you need to give us full details in writing at the time of booking. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we reserve the right to decline their reservation. We reserve the right to cancel the reservation should we become aware of any such medical problem or disability which has not been disclosed.

d) Renovations: Hotels undergo renovations from time to time and take all possible steps to limit disruption to their guests. We will not entertain complaints or requests for refunds if a hotel is carrying out renovations whilst a guest is resident. If we are specifically advised of renovation work, dates may be provided. It is important to remember that these are subject to change and we are not always notified.

e) Charges to your credit card: Any charges made to your credit card whilst away are your responsibility. Universal Travels will not be responsible, nor accept responsibility for having these charges reversed or corrected upon return to South Africa.

f) Driver's License: Even if you have obtained an international driver's license, please take your national driver's license with you.

g) Confidentiality: Subject to statutory constraints or compliance with an order of court, Universal Travels undertakes to deal with all client information of a personal nature on a strictly confidential basis.

**24. Jurisdiction of the Magistrate's Court** – Universal Travels shall be entitled, at its option to institute any legal proceedings arising out of or in connection with this contract in any Magistrate's Court having jurisdiction in terms of Section 29 of the Magistrate's Court Act No 32/1944 as amended, notwithstanding that the amount in issue may exceed the limits of such jurisdiction.

**25. Legal - This document together with Universal Travels standard invoice and itinerary constitutes the sole record of the agreement between the parties.** No party shall be bound by any representation, warranty, and promise of the like not recorded herein. Client acknowledges that he/she has not relied on any matter or thing stated on behalf of Universal Travels or otherwise that is not included herein. No addition to the Universal Travels standard booking conditions shall be of any force or effect unless in writing and signed by or on behalf of the parties. All costs and disbursements, including legal costs on the attorney and client scale incurred by Universal Travels in recovering any damages and payments payable by the passenger to Universal Travels shall be for the passengers' account. This agreement shall in all respects be governed by and construed in accordance with the laws of the Republic of South Africa. The passenger hereby consents to the jurisdiction of the Magistrates Court having jurisdiction over its person in respect of all proceedings in connection with this agreement.

**26. The Client and Authority** - The person requesting such quotations or estimates or making such booking or to whom any service is rendered, is deemed to have read and accepted the Conditions and to have the authority to do so on behalf of the person in whose name the estimate or quotation or reservation is requested and/or provided and/or the person to whom the services are rendered (collectively referred to as "the Client"). **When payment is made, it is accepted that terms and conditions are accepted.**

**We have done our best to ensure that information provided above is correct at the time of publishing it, but we cannot account for changes and the traveler has a duty to ensure they are keeping themselves up to speed with the latest changes and developments. It also remains the passenger's responsibility to ensure that they are allowed to travel to their travel destinations, are aware of the requirements of their destination countries and are in possession of the necessary travel documents.**

#### **IMPORTANT BASIC REQUIREMENTS**

- **A passport valid for 6 months from date of return to South Africa**
- **3 or more (unstamped) pages in your passport**
- **All passengers under 18 years of age are required to travel with an unabridged birth certificate, in addition to a valid passport.**
- **Should you be travelling with/making a reservation for children, please ensure that you apply for these certificates timeously.**
- **If travelling with a minor whose surname differs from yours, a letter from home affairs will be needed to confirm that you have authority to take the minor out of the country.**
- **It is the responsibility of the traveler's to familiarize themselves with the new Immigration Act detailing the regulations of minors departing from, transiting and returning to South Africa.**

**Universal Travels will not be held responsible if your child is denied boarding due to non- compliance of the above**

**As our valued customer, we strive to provide you with the best possible prices!**

- ❖ **If our quotes are not competitive, please let us know as we value your business.**
- ❖ **Please send us your comments after your trip, as we value your comments.**