

YOUR CONTRACT - PLEASE READ THIS CAREFULLY BEFORE YOU BOOK

These booking terms and conditions govern all bookings that you make with UMRA TOURS AND NURIS TRAVEL SOUTH AFRICA . They vary depending on whether you make a booking with us for a package holiday or flight only, accommodation only or other separate travel arrangements, ("Individual Components"). If you book Individual Components with us, we will make the booking as agent for the relevant supplier(s) (e.g. the airline or hotel supplier) and your contract will be subject to the supplier's own terms and conditions which could limit or exclude liability to you, often in accordance with international conventions. Copies of the supplier's terms and the international conventions are available on request. Please see the terms which apply to package holiday contracts which are on your quotation form as well.

No contract will come into existence between us until we accept your booking and we receive your deposit or full payment in cleared funds. We reserve the right to refuse, at our sole discretion, any booking. For online bookings, the contract will come into existence upon acceptance of the booking conditions presented at the end of the booking process and once we have received your deposit or full payment in cleared funds.

All services offered are subject to availability.

When you make a booking, you confirm that you have the authority to accept, and do accept these conditions on your behalf and on behalf of all members of your party and further, if you are making a booking for more than one person, that you are responsible for all payments due from each and every party member for whom you are making a booking.

It is your responsibility to ensure that any information which you give us is accurate and that information which is given to you by us or any of our suppliers is passed on to all members of your party.

DATA PROTECTION POLICY

In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements, we need to use the information you provide such as name and address, and any special needs/dietary requirements, etc.

We for ensuring that proper security measures are in place to protect your information. We must pass the information on to the relevant suppliers of your travel arrangements such as airlines, hotels, transport companies, etc. The information may also be provided to security or credit checking companies, public authorities such as customs and immigration if required by them, or as required by law.. to. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary or religious requirements. . In making this booking, you consent to this information being passed on to the relevant persons.

ONLINE BOOKINGS

BOOKING YOUR TRAVEL ARRANGEMENTS

Bookings made online

If you book online, you must provide us with all information which we require. You must also ensure that the credit or debit card you are using is your own (or, subject to our agreement, if it is a third party's you have their express authorisation, to use their credit or debit card) and that sufficient funds are available to cover the cost of the arrangements which you book with us.

When we receive and accept your booking we will send you a confirmation e-mail and invoice and debit payment from you.

We do not make any representation or warranty as to the availability of any package holiday, flight or Individual Components nor that our booking services are free from infection of viruses or anything else that has a contaminating or destructive effect on your property.

Bookings made by telephone

If you make a booking by telephone you must provide us with all information which we require. You must also ensure that all information which you provide is accurate and that the credit or debit card you are using is your own or, subject to our agreement, if it is a third party's you have their express authorisation to use their credit or debit card and that sufficient funds are available to cover the cost of the arrangements which you book with us.

If we accept your booking, we shall debit payment from you and send you a confirmation invoice. From this point cancellation charges will apply: Please note that a telephone booking confirmation is as firmly confirmed as if it were made/confirmed in writing immediately. As soon as you receive the confirmation, please check the details carefully and inform us immediately if anything appears to be incorrect as it may not be possible to make changes later.

PAYMENTS

You must pay the balance by the due date shown on the confirmation invoice. Please note for some telephone bookings full payment may be required IMMEDIATELY i.e. before you receive our confirmation invoice. If this applies you will be advised when the booking is made. **It is very important that you pay balances when due because failure to do so may lead to the cancellation of your holiday/flights and still leave you liable to pay cancellation charges.** Where an extra "booking charge" applies this will have been advised at the time of booking. **All credit/charge card payments are subject to a surcharge. All cheque payments require 7 days to clear.** Until full payment has been received the price of your booking may increase as a result of fuel or other surcharges which may be imposed by suppliers. Please note we do not accept responsibility for cash sent by courier or post, even if sent by registered or recorded delivery post or any other special delivery.

PASSPORTS, VISA AND HEALTH REQUIREMENTS - You are responsible for checking all these items and ensuring your travel documents are in order.

Passport and Visa: You must consult the relevant Embassy or Consulate for this information. Requirements may change and you should check for up-to-date position in good time before booking/departure. We accept no liability if you are refused entry onto the flight or into any country due to failure on your part to carry the correct passport, visa or other documents required by any airline, authority or country. You must have a passport which is valid for six months after your intended date of return. You must ensure you have correct visa and health entry requirements for all countries visited including countries you may just be transiting through. This includes all stops made by the aircraft even if you do not leave the aircraft or airport. USA note: Security and entry requirements have been increased. Please enquire with the US authorities about the requirements which apply to you before you book.

1. **Health:** Recommended inoculations for travel may change at any time and you should consult your doctor on current recommendations before you depart. Health requirements for your holiday destination are outlined in the Department of Health of each country. It is your responsibility to ensure that you obtain the recommended inoculations, take all recommended medication and follow all medical advice in relation to your trip.

SPECIAL REQUESTS AND MEDICAL PROBLEMS

If you have any special requests, please advise us at time of booking. Although we will endeavour to pass any such requests on to the relevant supplier, we regret we cannot guarantee any request will be met. Failure to meet any special request will not be a breach of contract on our part. If you have any medical problem or disability which may affect your arrangements, you must advise us in writing before of booking giving full details. Regrettably, many overseas destinations do not have even basic facilities required by disabled travellers. If we feel unable to properly accommodate your particular needs, we must reserve the right to decline/cancel your booking.

BEHAVIOUR

When you book with us, you accept responsibility for any damage or loss caused by you or any member of your party. Payment for any such damage or loss must be made at the time direct to the accommodation owner or manager or other supplier. If you fail to do so, you must indemnify us against any claims (including legal costs) subsequently made against us as a result of your actions. We expect all clients to have consideration for other people. If in our reasonable opinion or in the opinion of any other persons in authority you are behaving in such a way to cause or to be likely to cause distress, danger or annoyance to any third party or damage to property, we reserve the right to terminate your arrangements without notice. In this situation your total booking with us, including your return transportation arrangements, will immediately cease and we will not be responsible for paying any costs, expenses, refunds or compensation.

FORCE MAJEURE

1. We accept no responsibility for and shall not be liable in respect of any loss or damage or alterations, delays or changes arising from unusual and unforeseeable circumstances beyond our control, such as war or threat of war, civil strife, industrial dispute including air traffic control disputes, terrorist activity, natural and nuclear disaster, fire or adverse weather conditions, epidemic, technical problems with transport, closure or congestion of airports or ports, cancellations of schedules by scheduled airlines.

FLIGHTS AND FLIGHT TRAVEL DOCUMENTS

Please note that a flight described in your flight ticket as "direct" will not necessarily be non-stop. All departure/arrival times on your flight ticket are provided by the airlines concerned and are estimates only. They

may change due to air traffic control restrictions, weather conditions, operational/maintenance requirements and the requirement for passengers to check in on time.

We are unable to make any special arrangements for you if you are delayed; these matters are at the sole discretion of the airline concerned.

In relation to flights, an infant must be under 2 years of age on the date of their return flight to be entitled to the infant fare level which is usually 10% of IATA's published fare.

Please note that where a sector of a flight itinerary is not utilised without contacting the carrier directly any remaining sectors may be subject to cancellation without further notification. Where this situation arises we are unable to accept responsibility for any costs incurred.

1. We reserve the right to change the airline in the event that the airline becomes non operative or if airline refuses to reendorese we will not be responsible – this must be covered by your insurance.

RECONFIRMING ALL FLIGHTS

You must telephone us or the airline at least 72 hours before the departure time shown on your ticket to confirm that there have been no changes. This applies to both outbound and return flights. We will not be liable for any additional costs due to your failure to reconfirm flights. Reconfirming your flight at least 72 hours before departure is a minimum requirement.

TRAVEL DOCUMENTS CHECKING AND DESPATCH

It is your responsibility to check that all travel documents issued are correct. The address for all documentation will be that given at the time of booking. Documents will normally be dispatched up to 5 working days before departure. For bookings made within 14 days of departure it may be necessary for you to collect your air tickets at the airport at an extra charge. Any other vouchers will be posted/faxed to you direct. In the event of ticket loss or delay, it will be your responsibility to pay additional expenses incurred by us to arrange and post duplicate tickets. Guaranteed next day delivery can be arranged at additional cost, which can be advised at time of booking. **LATE BOOKINGS** may also require Special/Courier delivery of documents in which case we will tell you the charges at the time of booking.

INSURANCE

We strongly recommend that you and all members of your party are covered by a policy of travel insurance. If you suffer from any disability or medical condition you must disclose this in advance to the insurance company. All insurance premiums are payable in full at the point of sale and are sold incorporating a 14 day cooling off period after which time some policies may be non-refundable and you should check at the time of purchase. The 14 day cooling off period only

E-TICKETS

Some airlines offer only electronic confirmation of your reservation, or 'e-ticketing', on certain routes. If you are travelling on an e-ticket route we can at your request provide you with a paper ticket where permitted. Where you make a request for a paper ticket, an administration fee of R250 per ticket will be levied in addition to any applicable airline charge.

AIRLINE TICKET REFUNDS

Air tickets returned to us for a refund are subject to an **administration charge of R1000 per ticket, irrespective of the number of tickets returned and you will be required to pay a per ticket cancellation charge imposed by the airline or the consolidator pursuant to their terms and conditions.** There is no automatic right to a refund and, when you return an air ticket to us, we will arrange for it to be presented to the respective airline or consolidator to assess eligibility for a possible refund in accordance with the relevant airline's or consolidator's terms and conditions. We recommend that you return such air tickets to us by special delivery post as we do not accept responsibility for documents mislaid or lost by the Royal Mail.

If a recoverable air ticket refund is less than the above administration charge, the ticket will be deemed to be fully non-refundable. An administration fee of R1000 per ticket will be levied on any non-refundable ticket where a tax refund application is made by us at your request and on your behalf. If the recoverable tax components for your ticket are less than the administration charge the ticket will be deemed to be fully non-refundable. Refunds will not be paid to you until they have been received by us from the relevant airline or consolidator. In the case of airline ticket refunds this is normally 10-12 weeks from the point the tickets are submitted for consideration to the airline.

FLIGHT CHANGES

Should your flight be cancelled your rights and remedies will be governed by the airline's conditions of carriage. As a result you may be entitled to: (a) Carriage on another flight with the same airline without additional costs; (b) Re-routing to your destination with another carrier without additional costs; (c) Receiving a full refund; or (d) Some other right or remedy.

If a schedule change occurs to your itinerary prior to our receipt from you of the full price, or prior to the issue of your tickets (on either the outbound or return flight) we will do our best to notify you on behalf of the carrier.

Should a schedule change occur to your itinerary after full balance/ticket issue, on either the outbound or return flights the relevant supplier's decision will be final and amendment charges may apply.

CHANGES BY YOU

If you wish to change any item - other than increasing the number of persons in your party - and providing we can accommodate the change, you will have to pay an Amendment Fee per person which will be notified at the time of change. .

CANCELLATION BY YOU

You and/or any member of your party may cancel your booking of Individual Components at any time, providing that the person who made the booking notifies us in writing. Since we incur costs in cancelling your arrangements we will charge cancellation fees based on the day your written cancellation is received and whether your tickets have been issued.

Air Ticket Refunds

Many airline tickets are paid for in full at the time of booking and are not refundable if you cancel. We will tell you at the time of booking. In respect of any alteration to an APEX ticket or certain other special fare tickets, some suppliers (particularly airlines) may treat a name change as a cancellation and as such will not refund any monies.

Where an outbound portion of your flight coupon is not used the return sector will be automatically cancelled by the airline and no automatic right to a refund exists for such part-used tickets. All other partly used tickets are normally non-refundable and cancellations made within 24 hours of departure are non-refundable.

Other Individual Components

For all other Individual Components, unless your confirmation invoice specifies different cancellation charges, the charges below shall apply:

Period before departure	(subject to amount of cancellation charge documents being issued) shown as percentage of the full price for the Individual Components)
Prior to balance being collected	Deposit only
On or between 29 to 56 days	100%
On or between 15 to 28 days	100%
Up to 14 days	100%
Failure to arrive at the departure airport	100% non refundable

PROBLEMS

If you incur any problems during your trip, it is essential that you bring them to the attention of the supplier and our agent or staff as soon as it occurs to give us a chance to investigate and rectify. If the problem cannot be rectified, you must contact us, in writing, within 3 days of your return. If you do not raise the matter during your trip, this will affect any later claim you may make, from your mandatory insurance and the clause of curtailment which is vital for you in the event of claims as we are not responsible and no claims will be paid out by our company umra tours and nuris travel in whatever format claims – therefore we recommend mandatory insurance cover with curtailment.

CONSTRUCTION WORK

Due to new development in Saudi Arabia large amount of construction work taking place which may be in the vicinity of or visible from your hotel. In other resorts, building or refurbishment work may take place, as areas continue to develop. This may result in certain services or facilities being unavailable. We regret that we have no control over this and cannot accept liability if the enjoyment of your holiday is adversely affected.

OUR RESPONSIBILITY

As we act only as a booking agent for the third party suppliers of your Individual Components, we have no liability if they are deficient nor do we have any liability for loss, delay of visas or incorrect visas or denied boarding by airlines or wait for check in at hotels which all have their own policy personal injury or death .

TELEPHONE CALLS

We reserve the right to randomly record telephone calls to ensure that our customer service is constantly reviewed.

DEPARTURE TAXES

It is not always possible to include all departure taxes on your ticket(s). In some cases departure taxes must be paid by you locally to the Government of the country you are departing from and are non-refundable by us.

ACCEPTANCE OF BOOKING

We reserve the right to increase or decrease brochure prices and to change any information in our brochures or on our website before a booking is made. You will be told the correct up to date price before you book. Once you choose a holiday & agree the price, please complete the booking form and send it to us together with a non-refundable deposit of 35 percent deposit per person and the insurance premium (if required). In certain cases a higher deposit is payable e.g. booking the train Palace on Wheels or Royal Orient. Also some hotels, wildlife & beach resorts, especially during peak season period, require a higher deposit or full payment (non refundable) to confirm the booking. We will advise you at the time of booking. On acceptance of the deposit and the satisfactorily completed booking form, the Company will issue a confirmation invoice and at this stage contract comes into existence. Payment of the balance due must be made 8 weeks prior to departure. If the balance is not received by the due date, the Company reserves the right to cancel the booking and retain the deposit. If the booking is made within eight weeks of departure, full payment must be sent at the time of booking. Any money paid by the Client to a travel agent in respect of a booking with the Company, is held on behalf of the Company at all times.

ALTERATIONS BY THE CLIENT

If you wish to alter your arrangements after your booking has been made, we will do our best to arrange this and, if possible, make these changes. Any request for changes must be made in writing by the person who made the booking. We will charge an amendment fee of R750 per person, and any other cost we incur in making the alteration. Scheduled airlines normally treat name changes as a cancellation and rebooking and this may incur a 100% cancellation charge in respect of the airfare. If after the commencement of a tour the Client requests any amendments to the agreed arrangements, or accommodation, the Company and/or its agents will do their best to implement such amendments, but cannot guarantee that it will be possible. In the event of any amendment the Client will be liable for any cancellation charges and / or additional costs that may be incurred by the Company and/or its agents.

ALTERATIONS BY US

It is unlikely that we will have to make any changes to your travel arrangements but we reserve the right to do so at any time. We plan arrangements a long time in advance of your holiday using independent suppliers such as airlines and hotels, over whom we have no direct control. Most of these changes are minor and we will advise you or your travel agent as soon as we are able. If we make a major change we will also endeavour to advise you or your travel agent as soon as reasonably possible. Grading of hotels may Differ from South African standards and we cant be responsible for this as this is from country to country

CANCELLATION BY THE CLIENT

If you or anyone on your holiday booking decides to cancel the holiday you must notify us of the decision as soon as possible. Any notification by telephone must also be confirmed in writing or by e-mail within 24 hours by the person who made the original booking. Cancellation will take effect from the day we are notified provided that written confirmation is received by us within 24 hours of the original notification.

A cancellation invoice will be sent to you within 7 days. If you do not receive this please contact us immediately in order to prevent an increase in charges. Should you already be in receipt of your airline tickets please return these to us with your cancellation request. The following scale of charges will be payable depending on when the notification of cancellation is received.

Prior to 57 days:	deposit forfeited;
56 – 29:	100%of total holiday cost
28 – 15:	100%of total holiday cost
14 – 4:	100% of total holiday cost
3 - 1 :	100% of total holiday cost

Certain travel arrangements cannot be changed or cancelled without incurring a 100% cancellation charge. If this is the case, we will tell you before you cancel.

We strongly recommend that you take out full insurance which will, in most cases, include cover against loss of deposit or cancellation fees.

Note: If, some, but not all-party members, cancel the holiday or part of it, additional charges may be payable by the remaining members..

YOUR RESPONSIBILITY

You are responsible for obtaining valid passports, visas, vaccination certificates, health documents, foreign exchange for personal requirements etc. It is your responsibility to check entry requirements with the Embassy or Consulate of the country you plan to visit. You should also contact your GP in good time before you travel for health advice. You will be solely responsible if failure to obtain such documents results in your being unable to travel or refused entry or in fines, surcharges or other financial penalties being imposed on you. The Company has no liability whatsoever to you through your failure to do so. It is also your responsibility to comply with the laws, customs, foreign exchange and the drug regulations of the countries visited. The Company and its representatives reserve the right to cancel your holiday at any time if in our reasonable opinion you are found to be behaving in a socially unacceptable manner or indulging in illegal activities, without any refund and legal claim against the Company.

Please note that in accordance with Air Navigation Orders, in order to qualify for infant status, a child must be under two years of age on the date of his/her return flights.

Insurance

It is strongly recommended that you have adequate travel insurance for the holiday. You may take the holiday insurance offered by us or arrange it independently. The insurance cover must include cancellation charges, unexpected curtailment of your holiday, medical and repatriation expenses including air ambulance, personal accident, delay loss or damage to your personal effects. When arranging insurance from a source other than offered by us, you must provide us with written details of the policy and sign an indemnity form on behalf of yourself and all members of your party absolving us and our overseas agents /representatives, of any liability for any costs that may arise which otherwise would have been met by the insurance claim.

All packages are subject to rand dollar fluctuation

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