



"Delightful Experiences"

424 Sussex Avenue
Lynnwood
Pretoria
0081

C: +27 (0)72 141 1047

F: 086 246 3648

E: info@universaltravellers.co.za

W: www.universaltravellers.co.za

Booking Form and Contract Agreement

Between:

**Universal Travellers (Pty) Ltd and Elite Invitational Rugby Tour Ireland
Oct 2022 (Parents)**

Name of tour group	Invitational Rugby Tour Ireland Oct 2022	
Tel of organization		Fax:
Email of organization		
Mailing address		
City		Postal code
Street address		
City		Postal code
Name of client representative		
Cell number of representative		ID:
Email of representative		
Alternative contact name		Email:
Alternative contact cell number		
Type of tour (Please tick)	Sport (code) Rugby	Students
	Academic (field)	
	Other	
Destination of tour	Ireland	
Departing from	OR Tambo	
Departure date	30 September 2022	
Return date (arrival date)	9 October 2022	
Age of touring pupils	14-18	
Amount of pupils		
Amount of Adult staff	5	
Amount of supporters/parents		
Total number of group		
Billeting required (amount)	N/A	

Payment Schedule (Tour prices based on current costs of services, airfares and exchange rate)

**ANY PAYMENT MADE TO UNIVERSAL TRAVELLERS REGARDING THE TOUR INDICATES
ACCEPTANCE BY THE CLIENT OF ALL THE TERMS AND CONDITIONS OF THIS CONTRACT
WHETHER IT IS SIGNED OR NOT.**

Description	Amount	Date	Universal Travellers account details	
Deposit	R5000p/p	30/04/22	Bank Name	ABSA
2 nd payment	R5000p/p	31/05/22	Account Name	Universal Travellers
3 rd Payment	R5000p/p	30/06/22	Account Number	9355353515
4 th Payment	R5000p/p	31/07/22	Branch code	632005
Final Payment	Balance	31/08/22	Branch name	Menlyn
			Branch Address	Corner of Atterbury and Lois Avenues, Pretoria
			Swift Code	ABSAZAJJ
			Payment reference	Player Initials and Surname + Ire22
			Please send proof of payment to info@universaltravellers.co.za or fax to 086 246 3648	

Director: G de Beer

Company Registration Nr. 2013/061556/07



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ACKNOWLEDGEMENT OF UNDERSTANDING

I, the undersigned, hereby declare that I am duly appointed to act on behalf of and represent the Client in all matters pertaining to this contract and agreement. The client wishes to tour and hereby appoint the Company to arrange such tour and the Company, by signature hereof, undertakes to arrange and book the tour on our behalf. I have read and understood the TERMS AND CONDITIONS document which makes part of this contract agreement. I declare that the terms and conditions were explained to me and that I had the opportunity to ask questions. I understand that this document and the TERMS AND CONDITIONS contain the only agreement between us and cannot be altered unless alterations or additions are in writing and signed by both.

I accept and subject myself to all the terms and conditions contained in the TERMS AND CONDITIONS document, signed by the Company representative and handed to me at or before signature date of this contract agreement.

I take specific note of the fact that the quoted tour price herein contained is based on the exchange rate, price and availability of services and price and availability of airline tickets applicable on the date the quotation was prepared. I understand that any of these cost components can vary until 10 days after full and final payment of all costs and that the Company has no control over the prices supplied by the airlines and service suppliers. I understand that the services are not secured until deposits towards it have been made, and that airline carriers, routing and accommodation and fixtures can vary from the original itinerary. I understand that I have protected rights as stated in the TERMS AND CONDITIONS. I agree that only requests for changes or instructions sent by email, fax or letter by myself will be acted upon by the Company.

SIGNATURES

Thus done and signed on behalf of the client on _____ at _____ and on behalf of the Company on _____ at _____.

Signature for client

Signature for Company

Witness for client

Witness for Company



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INTERPRETATION & TERMS AND CONDITIONS

1. DEFINITIONS

"signature date" means the date on which this agreement is signed by the last party;

days" shall mean every calendar day including Saturdays, Sundays and other South African Public Holidays;

"Quote" shall mean the written quotation provided by the Company

Company: Universal Travellers (Pty) Ltd - (the company)

Client

- 1.1 As described in the Booking Form and Contract Agreement

Contracted ground tour operator/agent, airline, and service provider:

- 1.2 The supplier to the company of services in the country where such services are supplied.
1.3 Can be various agents/companies
1.4 Has no responsibility or obligation to any party but the company

Tour Leader

- 1.5 Not a tour guide but a link between the Company, the client group leader and the contracted tour operator and any of their services suppliers

2. EFFECTIVE DATE

This agreement will be effective from the date upon which:

- 2.1 the Booking Form and Contract Agreement has been signed by the client and received by the company;
2.2 and/or the deposit, as indicated on the booking form, has been paid by the client and received by the company;

from which date the terms and conditions of this agreement will be binding on the parties.

3. ONLY CONTRACT

This contract, and the referred to quote, and amendments written and signed by both parties, are the only documents constituting the terms of services and payments. Only excursions, meals, matches etc. as described in such documents will be provided. Any other undertakings of arrangement, services, meals etc. not included in the documents will not constitute part of the services deliverable at the quoted price and will be deemed as alterations, changes and additions by the client as per paragraph 6. This agreement constitutes the entire contract between the parties and same shall not be amended unless reduced to writing and signed by all parties



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4. THE COMPANY RESPONSIBILITY:

- Provide the client with a written quotation for the proposed tour
- Presentation with the Client's parents (when needed)
- Acceptance of the quotation by signature of this agreement
- Guidelines and details of proposed tour, timelines as well as activities involved.
- The Company will provide the Client with a final Itinerary two weeks before departure, may vary from quote because of flights , exchange rates or any other variables but full disclosure could be provided on request

5. THE CLIENTS RESPONSIBILITY:

- Acceptance of the quotation
- Making the agreed payments on time to the Company as per the payment schedule
- Providing the requested documentation in terms of Visas / Passports, names as per ID Document or Birth Certificate or Passport for issuing of flight tickets, Rooming list for accommodation etc.

6. PAYMENTS

Payments, as per payment schedule, must be made to the company's bank account free of bank charges such as cash deposit fees and credit card charges. Cheque payments will be treated as payments from the date the cheque is cleared and can take as long as 10 days

Proof of payments need to be sent to the Company via email to info@universaltravellers.co.za

As all late payments lead to the Company having to renegotiate with service suppliers, the following additional charges will be applicable:

Deposit late – no extra fee, but a big risk exist that the cost could go up and service availability could be at risk.

In the event that the client has not made payments as per the schedule, the client takes the risk that the last/ final payment can increase and the client will be liable for payment thereof.

7. PRICE INCREASE RISK

Quoted prices for a tour as per Booking Form and Contract Agreement may increase because of currency fluctuations, increases in scheduled airfares, increases in hotel rates, increases in government and airport levies and taxes, changes in other expenses, change in itinerary and/or change in group size.

The initial quote is based on prices applicable on the day of the preparation of the quotation only.

The client will be responsible to pay the company for any increase or additional costs as a result of the above fluctuations on receipt of written notice. The company undertakes to pay the service suppliers as agreed with service suppliers, and allocate payments of clients' money in such a way it deems fit to try and prevent cost increases. The company reserves the right to take the cost of own overheads from any payment the company sees fit.

Airline quotes are typically valid for 2 weeks and the airlines reserve the right to increase fares until full payment is received.



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8. ALTERATIONS, CHANGES AND ADDITIONS BY THE CLIENT

In the event of the client requesting an alteration or change to the booking or tour or any term or condition of this agreement, the client must immediately notify the company in writing of the alteration or change which event:

- 8.1 the company will endeavour to accommodate the client's wishes and;
- 8.2 the client will be liable for payment of any costs or taxes incidental to the alteration of change and will be responsible to pay over such additional costs or taxes on request of the company.
- 8.3 The company is further entitled to an additional administration charge of R300.00 (Three Hundred Rand) per each individual member of the tour group whose booking is changed in the event of a change or alteration to the booking.

If a client requests a change of dates or change in the number or names of persons accompanying the tour and the requested change is not possible and/or alternative bookings cannot be agreed upon, and this then leads to the cancellation of the tour by the client, the company will be entitled to keep or claim the total amount due as per clause 6 as pre-estimated damages.

Airline tickets cannot be changed without payment of cancellation charges or purchase of a replacement ticket. All costs incurred by the company for a change to airline tickets will be for account of the client and payable on request of the company. This is also subject to an R150.00 administration fee on top of the fees the airline may request.

Replacement name changes will be accommodated where possible, subject to the airlines and/or service provider's rules, conditions and fares. These rules are available upon request.

9. CANCELLATIONS COST

- 9.1 In the event of cancellation of the booking and/or tour by the client or individual members, or in the event of the tour being cancelled because of reasons beyond the control of the company the company will be entitled to:
 - 9.1.1 retain the deposit if the tour is cancelled more than and up to 20 (twenty) weeks prior to the date that the tour is supposed to commence;
 - 9.1.2 claim 50% (Fifty Percent) of the total tour cost if the tour is cancelled 20 (twenty) weeks to 16 (sixteen) weeks prior to the date that the tour was supposed to commence;
 - 9.1.3 claim 75% (Seventy Five Percent) of the total costs for the tour if the tour is cancelled 15 (fifteen) to 6 (six) weeks prior to the date that the tour was supposed to commence.
 - 9.1.4 claim 100% (One Hundred Percent) if the total costs if the tour is cancelled less than 6 (six) weeks or less than 42 (forty two) days prior to the date upon which the tour was supposed to commence;

Cancellation costs will be communicated in writing to the client.



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10. CHANGE IN TOURING ITINERARIES, FIXTURES AND EXCURSIONS

The initial itinerary as per the initial quote is based on services typically available and a hypothetical itinerary. No services have been booked.

The company serves the right to: -

- 10.1 change the itinerary if the tour including accommodation, transport or any other service to an alternative of the same standard.
- 10.2 charge the client for any additional costs incurred due to such change if a better standard of services has to be delivered, due to availability of original quoted standard services.

The client will be informed of such changes.

All services, fixtures and excursions are subject to availability at the time of the tour. Fixtures can be cancelled by schools and clubs due to bad weather, lack of facilities or other commitments. Excursions can be cancelled due to unavailability of services or increase in costs or severe weather conditions etc. the client accepts that such changes are not in the control of the Company and undertakes not to keep the Company liable for such changes in any way.

11. CONDUCT

The conduct of the participants on the tour is the responsibility of the client.

The company will have the right to immediately cancel the tour of any individual member of the group if, during the duration of the tour, any participant on the tour:

- i) misbehaves to the extent that the supplied services get interrupted
- ii) causes danger or bodily harm to anyone or damage to any property
- iii) contravenes the laws of a country visited on the tour.
- iv) does not co-operate with the Tour Leader and/or the representative tour operator/agent that contracted with the service suppliers.
- v) commits a crime during the tour;
- vi) persistently affects the enjoyment of the other members of the tour or the Tour Leader;

And the client will, forfeit all monies already paid to the company and will be liable to pay any costs incurred to terminate the tour and/or send any or all of the tour members back to the first departure airport.

12. TOUR MANAGER

The company contracts with a Tour Leader for some tours which will be clearly mentioned in the quote or might be added on from a request by the client. The Tour Leader is not always an employee of the company and the company is not responsible for any claims against the Tour Leader, nor any claims against the company in lieu of the actions of the Tour Leader.

The Tour Leader is herewith authorised by the client to help control the participants' behaviour, liaise with the service suppliers and to change the itinerary in his discretion, after consultation with the client.

The Tour Leader is not a tour guide and his role is only to coordinate/oversee the arrangement and assist with crises. He has no obligation to deliver any service and/or accepts any instruction from a tour member.

The client has the right through the normal legal channels to pursue any claims against the tour leader if the client deems it necessary.



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13. LIABILITY

Neither the company nor the tour leader will be liable for any loss, injury to, or death of any of the participants of client during the tour if such damage was caused by any tour member's neglect or unlawful action. The extent of damages claimed from the company will be reduced by the amount that would reasonably have been payable by travel insurance covering service suppliers, whether such insurance is in place or not.

The client undertakes to inform the Company of any possible claims against the Company in writing by means of any two of email, fax or registered letter to the Company's registered address within 14 days of becoming aware of such loss or event that can lead to a claim against the Company. The Client accepts that the Company is not so informed within this period the Client forfeits any right to a claim and releases the Company from any responsibility for any action or event leading to a claim.

The client undertakes to claim from the company only damages caused by the company's direct neglect. The client undertakes not to claim from the company any claim that can be lodged against another party.

14. PASSPORTS AND HEALTH PRECAUTIONS

It is the responsibility of all members of the tour to make themselves aware of all regulations and requirements applicable to passports and health precautions and the client undertakes to inform and advise the members of the tour accordingly.

If a tour member cannot tour due to passport problems, normal cancellation rules will apply.

15. INSURANCE

The company strongly advises that tour specific group travel insurance is taken out and will assist with this at the client's request.

16. BILLETING (HOME STAY)

Billeting in this agreement will mean the use of a host school or club which offers accommodation in residential dwellings for overnight purposes if so agreed upon between the Company and the representative of the school against which the members of the tour are competing.

The company endeavours to match the tour members with schools and clubs of high standing all over the world, but cannot guarantee that billeting take place.

The company accepts no responsibility for claims of any nature whatsoever, including any loss by accident, injury or death that may occur as a result of billeting.

Sometimes billeting cannot be arranged or gets cancelled on short notice in which case alternative accommodation has to be arranged. The client will be responsible for any costs due to for alternative accommodation.

17. VISA APPLICATIONS

The company can assist with Visa applications for the group as a whole, but not individually.

As soon as the company is informed in writing about the nationality of all the tour members, the type, country of issue, available pages in the passports, previously issued visas, previous customs stamps and expiry date of all the passports (which ever necessary), the company will forward the necessary required documents and processes applicable for each member for each destination to the client to have the document completed and the requirements met.



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Some countries require visitors to apply for a visa in person.

All relevant documentation for the application of visas for all tour members must be handed over to the company at least eight weeks before commencement of the tour, or earlier if so requested by the company.

If the company does not receive all fully and correctly completed visa applications and all outstanding requirements 6 weeks before departure of the group, the company will not further assist and the group will have to arrange their own visas.

The company will not be responsible in any way for any losses to any party due to late documentation, and any signatory hereto waves any claims against the company, on behalf of all parties involved in the tour.

Some embassies need proof of an issued airline ticket for the visa application. The company can only provide the client with airline tickets for the members of the tour 10 (ten) days after receiving final payment of the tour costs. In such an event the payment schedule and final payment deadline might be changed by the company. The Company ensures to inform the client well in advance of such action.

There will be no refund of tour money or any other payments made in terms of the payment schedule if a tour member's visa application is unsuccessful, whether it was due to late or incomplete documentation, or whether due to the relevant embassy declining the visa or any other reason whatsoever.

18. INDIVIDUALLY ISSUED AIRLINE TICKETS

Tickets of members not issued in the group will have to be issued individually at a later stage with the effect of additional costs of R500.00 (Five Hundred Rand) per ticket issued and additional if the airline increases the airfare of such ticket.

19. BAGGAGE ALLOWANCE

The client acknowledges that the client is aware that different airlines have different baggage weight allowance, that some airlines don't allow extra weight for sporting equipment, that airlines mostly don't allow spreading of baggage allowance between members of the group that there is a fee payable for excess luggage.

The airline baggage weight rules are sometimes ambiguous and the client undertakes to confirm the applicable baggage allowance rules with the airlines directly shortly before departure. The Company accepts no responsibility for excess baggage at any time.

20. FLIGHT CONNECTIONS AND DELAYS

The Company will not in any way be liable for any expenses incurred or any other consequences of delayed flights and/or missed flights.



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21. DECLARATION OF UNDERSTANDING, ACCEPTANCE AND SIGNATURE

I, _____, ID NO _____, hereby declare that I have read this document, which I understand the contents of and that I, on behalf of the client and myself, accept all the terms.

Signed on _____ at _____.

Signature Client Representative

Signature Company Representative