

MENORAH TOURS

"Menorah Tours CC" Reg. Nr. 2009/200085/23
PHONE: 011 395 2505 E-Mail: info@menorahtours.co.za

Terms and Conditions

"Menorah Tours CC", their associated companies, agents, and all persons, parties and organisations acting on their behalf or in collaboration with them, as their agent, and all group leaders (hereinafter referred to as "the Organising Agent") give notice that:

- 1. **THE ORGANISING AGENT:** A. In issuing or obtaining the issue of any ticket or coupon, on making any arrangement for transport or conveyance, or for accommodation, the Organising Agents act as agents only, and shall not be liable as principals.
- B. The Organising Agents shall be entitled to make any arrangements for the issue of any ticket or coupon or for transport or for conveyance or for accommodation as they in their entire discretion may deem advisable.
- C. The Organising Agents shall not be liable in any circumstance whatsoever and whether in contract or deficit for any damage, injury (including death), loss, delay, or inconvenience of any sort whatsoever which shall be caused to any passenger, whilst on tour or journey or whilst organising Agents or for any alleged failure by the Organising Agents to make satisfactory or any arrangements, and whether caused through the act or default of any of the servants, agents or sub-contractors of the Organising Agents.
- 2. **INDEMNITY** Each Passenger agrees that he/she, his/her heirs, executors, administrators and/or assigns shall indemnify the Organising Agents, its servants and agents from, and against, any claims for damage from any cause whatsoever to any person who may have / make a claim against the Organising Agents or any of or their associates, whether for loss or damage to property in the custody of a passenger, whether or not such a claim is based on the negligence of the organising Agents, its servants or agents or any sub-contractors of the Organising Agents.
- 3. **LEGAL JURISDICTION** All arrangements are subject to the law of the country where the conveyance or hotel or other service is to be provided. Any disputes will fall under the jurisdiction of the Eastern Cape Province, Republic of South Africa.
- 4. **PRICE INCREASE** All prices are ex departure point indicated in the tour programme and based on prices and rates of exchange ruling at the time of preparation of the document in which the quotation is made and is subject to increase without notice. All prices quoted are per person sharing.
- 5. **CLAIM TO REFUND** Couriers or representatives have no authority or permission to refund any monies paid or gives any right to claim a refund from the Organising Agents.
- 6. **LOST TICKETS / COUPONS** The Organising Agents cannot be held responsible for the obtaining of refunds on lost or unused tickets, coupons or vouchers, although every effort will be made to claim settlement on behalf of passengers.
- 7. **CHANGES TO ITINERARY** Attention is drawn to the frequency of changes in official timetables and passengers are urged themselves to verify any times of departure shown in any programme or itinerary.
- 8. **AIRLINE** The airline concerned is not to be held responsible for any act, omission or event during the time passengers are not on board their aircraft. The passenger tickets in use by the airline, when issued, shall constitute the sole contract between the airline and the purchase of these tickets and/or passenger.
- 9. **PERSONAL ITEMS AT OWN RISK** Passengers are reminded that luggage or personal property taken on tour is at owner's risk and passengers themselves are advised to insure it. Deposit and cancellation insurance, personal accident and sickness insurance are NOT automatically included.
- 10. **CANCELATION OF TOUR** The Organising Agents reserve the right to cancel or abandon the tour. In such event, any monies paid will be refunded, **less any expenses**, **disbursements or other commitments incurred on**

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behalf of the passengers, and in such event no further or other liabilities whatsoever will be accepted by the Organizing Agents. The right is further reserved to modify the tour in any way they deem advisable. In this event, the projected tour will not be proceeded with unless a minimum number of passengers (at the discretion of the Organizing Agents) participate.

- 11. ROOM ARRANGEMENT Tours are planned on the basis of twin bedded rooms and where for reason beyond their control, the Organising Agents cannot accommodate any participant on this basis, the passenger will be obliged to pay the supplement for a single room unless he /she can arrange with two other passengers of the same sex to share with them a three-bedded room. In the event of a three-bedded room being used, the tariff for twin-bedded accommodation will apply. If you prefer to be in a single room, then you have to agree to pay the "Single Room Supplement". See Itinerary (or contact us) for costs.
- 12. **RIGHT OF REFUSAL** The Organising Agents reserve the right to cancel any passenger from a tour with immediate effect, in the interest of the tour group. If such an action is necessary, the Organising Agents will refund any payments made by the passenger without any further penalties for both parties and without any prejudice to any rights of the Organising Travel Agents.

<u>CANCELLATION BY PASSENGER:</u> A cancellation fee of **R3**, 000.00 per person will be levied in the event of a reservation being cancelled by a passenger. The Company reserves the right to retain the whole or part of the TOUR PRICE paid in the event of cancellations less than 60 days prior to departure, (except deposit of R3000, which is non-refundable) WRITTEN NOTICE TO THIS EFFECT IS REQUIRED. DEPOSITS ARE NOT TRANSFERABLE **OR REFUNDABLE**.

ALL APPLICATIONS MUST BE MADE ON THE OFFICIAL FORM AND ACCOMPANIED BY THE RELEVANT DEPOSIT.

<u>PLEASE NOTE:</u> PASSENGERS DEVIATING FROM THE TOUR, OR LEAVING THE TOUR FOR ANY REASON, WILL BE RESPONSIBLE FOR ANY COSTS AND WILL NOT RECEIVE ANY REFUND FOR PLACES NOT VISITED. THE ORGANISING AGENTS RESERVE THE RIGHT TO CHANGE THE ORDER OF THE TOUR IN ISRAEL ACCORDING TO AVAILABILITY OF HOTEL ACCOMMODATION.

OUR TOUR INCLUDES THE FOLLOWING:

- > AIR-TRAVEL: Economy Class air travels by IATA carriers from Johannesburg and return.
- > HOTEL: Accommodation in tourist class hotels in twin-bedded rooms with private facilities. (See Item 11 above)
- ➤ **MEALS**: According to your tour programme.
- > TRAVEL INSURANCE: For passengers under age 71, without any previous ailments
- > TIPS: All tips to hotels, guide and bus driver
- > SIGHTSEEING: Drive with luxury tourist coaches with the services of a local English-speaking guide.
- ➤ GENERAL: Arrival and departure transfer between airports and hotels, service charges, portage and entrance fees to places visited.

NOT INCLUDED:

Passport and visa charge for none South African Passport holders and any services not specifically enumerated above

Transportation to and from Departing Airport in South Africa

<u>PAYMENT OF DEPOSITS</u>: R3, 000.00 per person. Deposits are payable with registration and the balance 75 days prior to departure. (POST-DATED CHEQUES ARE NOT ACCEPTABLE).

Only Electronic Payments (EFT) is accepted.

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