DEAS 1349: 2026

ICS 11.160

DRAFT EAST AFRICAN STANDARD

Tour and travel operators- Requirements

DRAFT STANDARD FOR PUBLIC COMMENTS

EAST AFRICAN COMMUNITY

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First Edition 2025

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East African Community
P.O. Box 1096,
Arusha
Tanzania
Tel: + 255 27 2162100
Fax: + 255 27 2162190
E-mail: eac@eachq.org
Web: www.eac-quality.net

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Foreword

Development of the East African Standards has been necessitated by the need for harmonizing requirements governing quality of products and services in the East African Community. It is envisaged that through harmonized standardization, trade barriers that are encountered when goods and services are exchanged within the Community will be removed.

The Community has established an East African Standards Committee (EASC) mandated to develop and issue East African Standards (EAS). The Committee is composed of representatives of the National Standards Bodies in Partner States, together with the representatives from the public and private sector organizations in the community.

East African Standards are developed through Technical Committees that are representative of key stakeholders including government, academia, consumer groups, private sector and other interested parties. Draft East African Standards are circulated to stakeholders through the National Standards Bodies in the Partner States. The comments received are discussed and incorporated before finalization of standards, in accordance with the principles and procedures for development of East African Standards.

East African Standards are subject to review, to keep pace with technological advances. Users of the East African Standards are therefore expected to ensure that they always have the latest versions of the standards they are implementing.

The committee responsible for this document is Technical Committee EASC/TC 076, *Services.*

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Travel and tour operators — Requirements

1 Scope

1.1 This Draft East African Standard specifies the minimum requirements for the establishment, operation, and management of travel and tour operators engaged in providing tourism and travel-related services.

1.2 This Draft East African standard does not cover requirements specific to:

- tourist accommodation facilities;

- standalone transport service providers not involved in tour organization.

2 Normative references

There are no normative references in this document.

3 Terms and definitions

For the purposes of this document, the following terms and definitions apply.

ISO and IEC maintain terminological databases for use in standardization at the following addresses:

— IEC Electropedia: available at http://www.electropedia.org/

— ISO Online browsing platform: available at http://www.iso.org/obp

3.1
force majeure
unforeseeable and unavoidable event or circumstance beyond the control of the operator or the client, which prevents the fulfillment of contractual obligations

Note: Force majeure does not include circumstances arising from negligence, lack of planning, or financial difficulties of the operator or principal such events may include, but are not limited to, natural disasters, wars, epidemics, civil disturbances, government actions, strikes, or other emergencies that make the performance of agreed services impossible or impractical

3.2
operators
person, company, or organization licensed to provide travel or tour services, including the planning, organization, booking, and management of travel arrangements, tours, excursions, and related tourism activities for clients

3.3
principals
service provider that supplies travel-related services such as transportation, accommodation, or excursions, which are sold or arranged by a travel or tour operator

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Note to entry**:** A travel/tour operator acts as an intermediary between the client and the principal. The term “operator” in this standard does not include principals, except where the operator also performs principal functions directly.

3.4
standalone transport service providers
companies or individuals who offer transportation services only, without including other travel services like accommodation, tours, or holiday packages

3.5
supplier
third-party service provider contracted by an operator to provide accommodation, transport, meals, or activities.

3.6
tour operator
entity responsible for designing, organizing, marketing, and operating packaged tours that combine at least two tourism services offered at an inclusive price and fixed itinerary

3.7
tourist
person travel to and stay in place outside their usual environment for at least 24 hours but not more than one consecutive year for leisure, business, or other purposes not related to the exercise of an activity remunerated from within the place visited

3.8
tour guide
person who introduces, instructs, directs or show for gain on or about site, location, wildlife (flora and fauna), culture, nature, geography, history and any other matter within destination recognized by the relevant authority

3.9
tour itinerary
itemized aspects of the tour, including the route, activity and expected times of departure and return of the tour party and any other necessary information of the tour

3.10
tour party
individual or group of individuals who is a participant of a tour

3.11
tour representative
person associated with the tour operator who oversees the general progress of the tour and monitors the satisfaction of the tour party with the provided tour package

3.12
travel operator
entity licensed to arrange, facilitate, and sell travel-related services such as transportation, accommodation, and travel insurance on behalf of other providers or clients

Note to entry: travel operator refers to travel agent

4. Requirements

4.1 General requirements

4.1.1 Operators shall;

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a) establish and maintain a framework of operational, managerial, and ethical practices that ensure the consistent delivery of safe, reliable, and sustainable tourism services. These general requirements form the foundation for compliance by both travel and tour operators.

b) hold a valid business license and registration under the relevant Tourism Act.

c) establish and keep an organizational structure that clearly defines lines of authority and individual responsibilities.

d) maintain valid insurance covering public liability, employee safety, and customer protection.

e) clearly disclose pricing, service terms, and refund conditions to clients.

f) ensure that all promotional materials are truthful, not misleading, and respectful of cultural values.

g) protect staff and customer information and handle it securely in accordance with applicable data protection laws.

h) Maintain employment contract with their staff

4.2 Staff requirements

4.2.1 All staff shall be trained and qualified for their intended field of work. Qualifications shall be ensured by one of the following:

a) an apprenticeship (on job training) that is guided and supervised by a person that has the skills regarding the relevant subject as well as the skills to communicate this knowledge with respect to the apprentice;

b) experience in the field of work (ideally documented with references from the former employer(s)) or the related authority;

c) vocational training in accordance with the relevant authority;

d) experience in a related field of work combined with a training program that ensures that any missing qualifications can be addressed. Such an additional training course can be undertaken alongside the work;

e) academic training related to the intended field of work (ideally supplemented by practical experience during the studies).

f) in case of short-term contracts, the contracted staff shall provide proof of training, experience and recommendation from previous contractors

4.2.2 A training program shall be designed, implemented and periodically reviewed by the management to improve staff competence, according to the identified needs. The training program shall meet the following requirements:

a) after recruitment of the new member of staff, a training or orientation period shall be provided;

b) emergency training (e.g., what to do in an emergency, evacuation plan) and basic life support or first aid training shall be included;

c) other training, such as environmental good practices, hygiene and safety issues, IT skills, foreign languages and sign language, can be considered.

4.2.3 All staff are responsible for the quality of customer service and shall:

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a) be polite and courteous;

b) be clean, tidy and well groomed;

c) provide service promptly and diligently in accordance with procedures;

d) be identifiable; it is recommended that the staff member's name is displayed on a tag;

e) avoid making loud noises as much as possible or raised voices during the performance of tasks;

f) know how to act in case of emergency;

g) be aware of any specific arrangements available for guests with any kind of disability, age and gender

5. Specific Requirements for tour Operator

5.1 Responsibilities of the tour operator

5.1.1 The role of the tour operator should be the primary link between the tour party and the local population, culture and environment, through the provision of a range of services for the international and or domestic market.

5.1.2 The behaviour and conduct of the tour operator should reflect the responsibilities that are required of him/her as a representative of the country.

5.1.3 The main responsibilities of the tour operator shall be to:

a) contribute to the promotion and preservation of the national, regional and international tourism sector;

b) contribute to the promotion and preservation of local craft and culture;

c) ensure environmental sustainability and conservation

d) provide for the safety of the tour party;

e) report any abuse or infraction of the laws to the relevant authority;

NOTE: The report should include any abuse or infraction of the law.

f) advise the tour organizer/planner of the tour party of the current charges for services or items that may be purchased;

g) provide the tour party with accurate information about transportation, tourist services, social and economic conditions, accommodation and dining facilities and other matters of interest in the country;

h) promote responsible client behaviour by advising the tour party on relevant laws of the country, acceptable modes of attire and behaviour, cultural and religious practices, and sensitive environmental issues, among others;

i) provide for the comfort, interest and enjoyment of the tour party;

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j) monitor and evaluate impacts (economic, social and environmental) of the tour party and the tour, with a view to improving performance;

k) establish and document procedures for the effective response to emergencies, accidents or contingencies;

l) maintain complete and accurate records of activities conducted in the operation;

m) adhere to the principle of best practice compatible with the type of operation;

n) undertake all necessary measures to accommodate clients with special needs example persons with disabilities, elderly, children, sick and expectants mothers;

o) ensure that the tour guide's identification is clearly displayed and visible to other persons;

p) advice tourists and visitors not to purchase or remove shells, coral, plants, animals or animal parts or any protected materials from the ocean or protected areas; nor commit any criminal act or any act considered criminal by the law, including destruction of environment, trafficking in illicit drugs, arms, prohibited antiques, protected species and products and substances that are dangerous or prohibited by national regulations;

q) to provide a code of conduct to the visitors, either prior to their visit or at the entry

5.2 Functions of the tour operator

5.2.1 Tour operator shall plan, organize, and manage tour activities to provide safe, engaging, and well-coordinated experiences for clients.

5.2.2 The tour operator should:

a) plan and document the tour itinerary;

b) advertise and market the tour;

c) make tour arrangements by coordinating all booking and costs with the tour organization or planner of bookings for the tour;

d) verify that the necessary equipment is available in safe working order, sufficient in quantity and dimensions relative to the size of the tour party;

e) ensure that tour guides and staff employed by the tour operator are courteous and adequately qualified to perform their duties;

f) ensure an effective means of communication between the tour representative and the base of operation or other appropriate contact in order to cater for emergency situations;

g) inform a responsible third party or relevant authority of the tour itinerary depending on the tour;

h) liaise with all necessary local suppliers;

i) establish a ratio of tour guides to the tour party relevant to the type of tour in an effort to ensure delivery of quality service;

j) ensure that all legal requirements are met;

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k) provide evaluation forms for the services provided to the tour party;

l) ensure that tour guides and staff attend all training or refresher courses approved and recommended by the relevant recognized training institution;

m) inform tour party the activities that may cause adverse cultural and environmental impacts;

n) inform the tour party of products that are illegal; and

NOTE: products; things that cannot be picked from their natural environment, example coral reefs, starfish, shells, etc.

o) coordinate all bookings and costs with the tour organizer or planner

6. Specific requirements for travel Operators

6.1 Responsibilities of travel operators and principals

6.1.1 Travel operators and their principals shall operate under clearly defined responsibilities to ensure transparency, accountability, and protection of clients' interests.

6.1.2 The major responsibilities of the travel operators and principals shall be to:

a) make every effort to ensure that accurate information is provided that enable clients to exercise an informed judgment in making their choice of travel arrangements.

b) ensure that their brochures and booking conditions comply with relevant standards on brochures and booking conditions.

c) ensure that their websites and online booking procedures comply with relevant standards on websites and online trading.

d) ensure that no advertising or promotion or any other publication, whether in writing or otherwise, shall contain anything that is likely to mislead the public.

e) ensure that members will not falsely represent a person's affiliation with their firm.

f) not encourage consumers to make use of travel agents, for example to pick up brochures, without also encouraging them to make a booking with the agent.

g) make reasonable adjustments to the way they deliver their services so that persons with disabilities can use them, and take reasonable steps to tackle physical features of premises that prevent, or make it unreasonably difficult for, persons with disabilities to access their services.

h) provide in writing, upon written request, complete details about the cost, restrictions, and other terms and conditions, of any travel service sold, including cancellation and service fee policies. Full details of the time, place, duration, and nature of any sales or promotional presentation the consumer will be required to attend in connection with his/her travel arrangements shall be disclosed in writing before any payment is accepted.

i) promptly respond substantively to their clients' complaints.

j) remit any undisputed funds under their control within the specified time limit. Reasons for delay in providing funds will be given to the claimant promptly according to the contract between parties.

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k) cooperate with any inquiry conducted by relevant association to resolve any dispute involving consumers.

l) treat every client transaction confidentially and not disclose any information without permission of the client, unless required by law.

m) not allow any preferred relationship with a supplier to interfere with the interests of their clients.

n) to comply with relevant national laws and regulations

o) be factual and accurate when providing information about their services and the services of any firm they represent. They will not use deceptive practices

6.2 Making the booking

6.2.1 Travel Operators shall establish and maintain documented procedures for receiving, processing, and confirming client bookings to ensure accuracy, transparency, and accountability.

6.2.2 All travel operators shall:

a) Ensure operating tours promptly advise the agent or client who reserved the space of any changes in itinerary, services, features or price.

b) ensure operating tours provide all components as stated in their brochure or written confirmation, or provide alternate services of equal or greater value, or provide appropriate compensation.

c) not, in exchange for money or otherwise, provide travel agent credentials to any person as to whom there is no reasonable expectation that the person will engage in a bona fide effort to sell or manage the sale of travel services to the general public on behalf of the member through the period of validity of such credentials.

d) make every effort to ensure that the travel arrangements sold to their clients are compatible with their clients' individual requirements.

e) ensure that satisfactory booking and documentation procedures are followed and, where appropriate, that such procedures are in accordance with the procedures laid down by the principal.

f) inform clients about any arrangements that apply to their booking for the protection of their money.

g) comply with relevant data protection requirements and ensure that they have in place an effective policy for protecting the privacy of clients, which shall be available to clients.

h) ensure that their clients are aware of booking and other published conditions, including agents' terms of business, applicable to their travel arrangements before any contract is made and that all clients have access to a set of booking conditions in written or other appropriate form.

i) ensure that before a contract is made, clients shall be informed of health requirements that are compulsory for the journeys to be undertaken. Members shall also advise clients travelling abroad to check recommended practice with their general Practitioner (GP), practice nurse or travel health clinic.

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j) advise their clients of passport, visa, travel insurance, and other entry and transit requirements before a contract is made for the journeys to be undertaken. Members shall offer clients reasonable assistance in obtaining such information

k) advise their clients of the availability of any travel advisory issued by the relevant authorities before a contract is made

l) draw their clients' attention to the advisability of obtaining travel insurance before a contract is made.

m) ensure that any insurance policy issued to a client is appropriate for the client's requirements in relation to the nature of travel booked and any hazardous activities that may be undertaken that are known to the member.

n) ensure that clients are aware of the need to comply with the insurance company's requirements and of their duty to disclose to the insurance company all relevant information, e.g., pre-existing illness.

o) ensure that clients are given, without delay, a document showing the effective start date of cover, the premium paid and the insurance company's name, address and reference number. Principals should provide full written details of cover with the confirmation invoice, or where there is insufficient time to issue a confirmation, provide this to clients with tickets and documentation provided at the point of departure in accordance with applicable national laws.

p) ensure that they make prompt sales and other financial returns to the insurance provider as required under any agreement with them in accordance with applicable national laws.

q) not impose a charge for the provision of a ticket on departure more than 14 days before the date of departure unless they can show that other means of distribution were not practicable.

r) ensure that they include the following statement in a prominent position on all receipts and confirmations issued by them;

> "Important Notice: This is an important document. You should retain this as you will need it if your travel arrangements are protected under a scheme of financial protection and you need to make a claim".

s) issue and pass on the correct receipts, confirmations, tickets and other relevant documents relating to the Travel Arrangements booked as soon as reasonably practicable. Tickets, unless required to be sent out immediately, shall be with Clients a reasonable time before departure

t) ensure that all prospective clients are informed about any activities that may impair their enjoyment of travel arrangements and be advised accordingly.

6.3 Between booking and travel

6.3.1 Travel operators shall ensure effective communication, coordination, and service readiness during the period between booking and travel. The obligations are on principals but agents should be aware of their clients' rights and to inform clients of alterations.

6.3.2 Principals shall: -

a) not cancel travel arrangements after the balance due date unless it is necessary to do so as a result of force majeure, or unless the client defaults in payment of the balance.

b) inform agents and direct clients without delay and offer clients the choice of: If they are principals who cancel previously confirmed travel arrangements:

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i. alternative travel arrangements if available; or

ii. a full refund of all monies paid. Such refunds shall be sent to agents and direct clients without delay.

c) inform their clients without delay when they are advised of any alterations to travel arrangements and agents shall act as intermediaries between their principals and clients in any subsequent negotiations.

d) not make a significant alteration to travel arrangements less than 14 days before the departure date of the travel arrangements unless it is necessary to do so as a result of force majeure.

e) if they are principals who make a significant alteration to previously confirmed travel arrangements, inform agents and direct clients without delay and offer clients the choice of:

i. accepting the alteration; or

ii. cancelling the travel arrangements and receiving a full refund of all monies paid. Such refund shall be sent to agents and direct clients without delay; or

iii. alternative travel arrangements of comparable standard, if available.

f) Offer clients reasonable compensation, such compensation may be offered in accordance with a rising scale of payments calculated so that the nearer to the time of departure that the alteration occurs, the higher the level of compensation to be paid.

g) Issue any cancellation or amendment invoice as soon as reasonably practicable.

h) take all reasonable steps to ensure that travel arrangements are not cancelled or altered as a result of overbooking.

i) When selling packages, comply with the package travel regulations at the destination

6.4 After departure

6.4.1 After the client's departure, travel operators shall continue to monitor service delivery, provide necessary support, and ensure that the agreed travel or tour arrangements are carried out as planned.

6.4.2 All principals shall:

a) ensure that whenever they make a significant alteration to or cancel a contract for travel arrangements after departure, ensure that suitable alternative arrangements are made at no extra cost to clients.

b) ensure that with regard to packages, where it is impossible to make suitable alternative arrangements or where these are not accepted by clients for good reason; provide clients, where appropriate, with equivalent transport back to the place of departure or to another place to which clients have agreed.

c) Where appropriate, compensate clients.

d) Provide contact details so that clients can contact them during their stay. The contacts shall include the name, address and phone number of their representative in the area, or, if there is no representative, of an agency on whom clients in difficulty can call, or, if there is none, a phone number or other information to contact the principal.

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e) Where appropriate and subject to their reasonable discretion, provide prompt assistance to clients in difficulty.

6.5 Communications between travel operators and clients

6.5.1 All travel operators shall have rules relating to the timescales for responding to correspondence as well as dispute handling and ensures that complaints are well handled.

6.5.2 Agents and principals shall ensure that:

a) They treat all transactions and communications with clients as confidential.

b) Deal with all correspondence with clients as promptly as possible and, in any event, within the following time limits:

i. An acknowledgement shall be sent not later than 14 days from the date of receipt of correspondence and

ii. Detailed reply, or a reply containing a detailed explanation for any delay, shall be sent not later than 28 days from the date of receipt of correspondence.

c) make every reasonable effort to reach a speedy solution in the event of a dispute with a client. Members shall also deal with a client's formally appointed representative in the same way.

d) make every reasonable effort to deal with complaints of a minor and general character with a view to avoiding recourse to principals. When complaints are of such a nature that reference to the principal is necessary, they shall use their best endeavors acting as an intermediary to bring about a satisfactory conclusion.

e) allow any dispute arising out of an alleged breach of contract or negligence by them to be referred to relevant authority within the national laws.

f) comply with agreement reached in (e) above and in particular with all the relevant rules and regulations of the of the national laws for the time being in force.

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Bibliography

[1] ZNS 110: 2024 Tour operators — Code of practice

[2] KS 2389:2012 Tour operators — Code of practice.

[2] KS 2343:2012 Code of practice for travel agencies.

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