

TERMS AND CONDITIONS

Definitions and Interpretations

(Headings are for convenience only and shall not affect their interpretation)

The words “Booking Form” mean the form on which booking details are submitted to Us or are recorded on by Us.

The words “Us”, “We”, “Our”, “The Company” or “The First Party” will refer to the travel provider whose details including business details are on the Agreement/Booking Confirmation Invoice.

The words “Group Leader” will refer to a representative appointed by the Company.

The words “The Customer”, “You”, “The Pilgrim”, “Your”, “Yourself”, “Lead Passenger”, “The Second Party”, “Your Party” or “Your Group” will refer to all individual listed on the Booking Form/Agreement/Booking Confirmation Invoice or Atol Certificate Who are entering into the Agreement with The Company

The words “Agreement”, “Contract”, “Package Agreement”, “Booking” mean the Agreement between Us the travel provider and You and/ or any other persons named on the Booking Form/Agreement/Booking Confirmation Invoice or Atol Certificate.

The word “Mahram” means the male relative (Husband, Brother, Uncle, Son, Nephew, Grandfather) which will accompany a female/child family member.

The words “Force Majeure” are unforeseeable circumstances that prevent someone from fulfilling a contract.

The words “Booking Agent” refers to a travel agent or other company, organisation or person who is acting as an intermediary to handle Your bookings and payments.

“Third Party Services”, “Third Party” is referred to services provided to You by companies, organisations, groups or individuals other than Us Your travel provider.

1. General

Our booking Terms and Conditions listed below should be read in conjunction with Your Agreement with Us, please read them carefully as they set out Our rights and obligations to You as Your travel provider.

By booking with Us You the Lead Passenger named on the Booking Form/Agreement confirms that He or She is over 18 years of age, live in the United Kingdom (UK) and has the full legal capacity to enter into a legally binding Agreement. You furthermore confirm that You have full authority on behalf of all persons detailed on the Booking Form/Agreement to enter into a legally binding contract on their behalf. You hereby confirm that:

- i. You fully understood these Terms and Conditions and agree to be bound by them.
- ii. You shall be responsible for the behaviour of all persons travelling within Your party.
- iii. All members of Your Party are UK residents or have right to abode in the UK.
- iv. It is the Lead Passenger’s responsibility to ensure that all persons travelling in Your Party are aware of the information relevant to their Hajj/Umrah travel package.
- v. When You are making a booking on behalf of Yourself and Your Group, all correspondence will be made directly with You. The signatory to the Agreement shall be the Lead Passenger and We shall only deal with You in all subsequent correspondence, including any relevant documents required by Us, changes, amendments, cancellations or claims. Any documents We send will be sent to the postal/email address that appears on the Booking Form.
- vi. You will be responsible to Us for full payment of the price (including any travel insurance premiums and amendments/cancellation charges) of the services booked and will also be responsible for passing on to all members of the Your Group all documentation and information which We are legally obliged to give to You.
- vii. The Lead Passenger also confirms that he/she is permitted to book Our services for those with age restrictions and furthermore declares that he/she and all members of Your Party are permitted to purchase Our services

- viii. The Lead Passenger is responsible for ensuring the accuracy of the personal data or any other information supplied in respect of all persons travelling on the Booking Form/Agreement and for passing on any information regarding the booking or any changes made in relation thereto, to all persons travelling on such booking, including but not limited to information on schedule changes or copies of Booking Confirmations.
- ix. You must provide to Us, in sufficient time, with any information and instructions relating to the services that are necessary to enable Us to provide the services in accordance with these Terms and Conditions. If You do not, or You provide Us with incomplete, incorrect or inaccurate information or instructions, We may cancel the booking by giving You written notice, or We may make an additional charge of a reasonable sum to cover any extra costs incurred.
- x. Any person who is under 18 years of age must be accompanied by an adult on his/ her journey and any female members of Your Party must be accompanied by a Mahram (as stipulated by the laws of Saudi Arabia). Please note that the rules governing the qualification of a Mahram are implemented by the Ministry of Hajj (MOH) and are readily available on request.

2. Contract

If any part of these Terms and Conditions are inconsistent with the Agreement, then Agreement shall take precedent and supersede these Terms and Conditions. The Booking Form shall not form part of these Terms and Conditions nor the Agreement unless expressly stated verbally or within the Agreement itself.

A booking is made for the relevant Hajj/Umrah travel package when:

- i. You accept Our written/verbal quotation.
- ii. A deposit/full payment is paid as per the Agreement (note if departure is within 40 days then full payment is due at the time of booking).
- iii. We issue You a Booking Confirmation Invoice (albeit We reserve the right to decline Your booking and return Your deposit at Our absolute discretion).

A binding contract will come into action between You and Us once We have issued You with a Booking Confirmation Invoice and Atol Certificate, which will confirm the details of Your booking with Us. We will send these documents to the Lead Passenger at the address/email address given on the Booking Form/Agreement.

If Your confirmed travel arrangements include a flight, We (or if booked via an authorised Booking Agent, that Booking Agent) will issue You with both a Booking Confirmation Invoice and an Atol Certificate. Once you have received these documents, if You believe that any details on the Booking Confirmation Invoice or Atol Certificate or any other documents We send Your are wrong, inaccurate or incorrect You must advise Us within 7 working days (same days for tickets). Should You embark on Your travel arrangements with wrong, inaccurate or incorrect documents, it may harm Your rights at a later stage.

3. Price & Accuracy

We endeavour to ensure that all Our information and prices both on Our website and Our literature is accurate and up to date; however occasionally changes and or errors may occur, and We reserve the right to correct Our prices and any other details in such circumstances. You must check the current price and all other details relating to the arrangements that You wish to book before Your booking is confirmed. If payment for a booking is made with an incorrect price/information, then We reserve the right to cancel any booking and refund any money in respect of the same.

Please Note: We reserve the right to amend the price of any unsold packages at any time and correct the errors in the price of confirmed packages, subject to changes in the daily rate of exchange.

Changes in fees (including fuel costs, dues, taxes, fees such as landing taxes or embarkation/ disembarkation fees at ports/airports, transportation costs and exchange rates) and services mean that the price of Your Confirmed Hajj or Umrah travel Package is subject at all times to the above variations. Such variations could include but are not limited to cost changes which are part of Our contracts with Third Party suppliers.

If such changes do occur then You will have the options of paying the difference in the package price, accepting a change to another package if We are able to offer one (equivalent to that of the original package price that You would have paid) or cancelling Your travel arrangements and receive a full refund of all monies paid to Us,

except any non-refundable deposit and or any airline tickets, transport, accommodation or visa which have been confirmed, booked and/or issued then the relevant charges will apply.

Should the price of Your travel package go down due to the changes mentioned above, by more than 20% of Your confirmed package cost, then any refund due to You will be paid to You in the same manner in which You had originally paid Us (cash, cheque, bank/electronic transfer).

4. Passport, Hajj & Umrah Visa, Immigration and Documents

We will organise Your Visa application and that of any person(s) travelling in Your Party. We may require Your passport(s) for varying lengths of time in order to obtain a visa or paper visa in or on Your passport(s). This will be discussed with You at the time of booking. We cannot give accurate guidelines as to processing times. In order to ensure fast and accurate processing of Your visa(s), please make sure of the following:

- i. If anyone has a non-Muslim name, he/she should submit a certificate from a mosque or an Islamic centre/institute confirming that the applicant is a Muslim (Shahada certificate).
- ii. Two recent passport size colour photographs on a white background.
- iii. Passport(s) should be valid for a minimum of 6 months from the proposed return date of travel. Passport(s) should also have a minimum of 2 blank pages.
- iv. Women and children under the age of 18 should be accompanied by a Mahram. Proof of relationship is required (e.g. a marriage certificate for a wife, a birth certificate for a child indicating the names of both parents).
- v. If the applicant is not a national of the country, he/she is applying from, then a valid indefinite residency permit/ visa is required (both the passport and residency permit/visa should be valid for a minimum of 6 months from the proposed return date). Proof of residency in the form of a utility bill and bank statement must also be submitted at the time of application.
- vi. A certificate of vaccination against Meningococcal Meningitis (ACWY) should be provided. The certificate of vaccinations should be no older than three years and not less than 12 days prior to entry into The Kingdom of Saudi Arabia (KSA). The vaccination certificate must be with the applicant on entry into the KSA
- vii. Individuals must ensure that they carry all documents which will allow them to re-enter the UK, i.e. Entry Visa/British Passports. We will not be able to help You to re-enter the UK or any other part of the world if You do not carry the required documents.
- viii. If You or any of Your Group have travelled to the KSA within the last 2 years of Your current application, a 2,000sr surcharge will apply as stipulated by the MOH. This payment must also be made before Your departure. If Yours or any of Your Groups fail to notify Us at the time of booking and We uploaded Your passport(s) information to the MOH website(s) for Hajj or Umrah, if it is found that You or any of Your Group have travelled to the KSA within the last 2 years of you current application, a 2,000sr surcharge will automatically apply as at this point the visa application would have been sent for processing. This charge must be paid before departure.

Please Note: according to the MOH & Saudi Embassy regulations the Hajj/Umrah visa is neither changeable nor refundable in all cases including most health cases. Therefore, once the Hajj/Umrah visa is issued and put onto Your passport, no refund will be given to You in cases of cancellation, as We would have already made full and final payment(s) to all involved Third Parties for the whole travel package in question.

As part of the Hajj or Umrah visa that We organise for You or Your Party, it is a strict requirement that You and all Your Group members depart the KSA before the visa expiration date. Should You or Your Group fail to comply with this requirement and remain in the KSA beyond the permitted duration as authorised by Your visa, then You and or Your Group will be held fully liable. Any fines, losses or expenses that You or Your Group incur, as a result of failure to depart the KSA before visa expiration are solely Yours and Your Groups responsibility. Should We as a company who arranged and supplied You and or Your Group with a visa face any fines, losses or expenses due to Your failure to depart the KSA before Your visa expiration date, Then You and Your Group will be fully liable to Us and to agree to fully reimburse Us for any such fines, losses or expenses.

Please Note: the Saudi Arabian authorities are currently imposing a fine of up To but not limited to 200,000sr upon individual who remain and overstay beyond their visa expiration.

5. Booking Agents & Third Party Services

You acknowledge that many of the services which make up Your Hajj and or Umrah travel package are provided by independent Third Party suppliers. Such services include, but are not limited to accommodation, all transport within the KSA, quality and location of the tents provided in Mina & Arafat, each of which is provided and controlled by the MOH. These Third Party Services may be provided in accordance with their own Terms and Conditions. Some of these Terms and Conditions may limit or exclude the suppliers' liability to You, usually in accordance with applicable international conventions such as The Paris convention (in respects of hotel arrangements), The Warsaw/Montreal, The Athens and The Berne/Cotif Conventions (in respects of international travel by air, sea and rail). We exclude all liability in respects of all Third Party Services.

When applicable, Your Booking Agent is any travel agent or other company, organisation or person who, without being a party to the contract between You and Us, is acting as an intermediary to handle bookings and payments for the package which You book with Us. Please note that We cannot accept any liability for the acts, omissions or representations of any Booking Agent. Please note any Terms and Conditions which a Booking Agent has/may give to You does not incorporate into Our Agreement/ Terms and Conditions or form any part of the same and in all cases Our Agreement/ Terms and Conditions shall take precedent.

6. Our Services & Your Expectation

Your Hajj/Umrah travel package with Us may consist of Your visa, accommodation and flights to and from the KSA and transport where applicable, as well as any other services that are outlined in Your Booking Form/Agreement. The purposes of these services are to allow You to complete the holy pilgrimage of Hajj or Umrah in the KSA and as such You accept that this is a religious pilgrimage and in no way a leisure holiday of any sort. You make Your booking with Us being completely aware of this.

Due to the large number of pilgrims in the KSA (Makkah, Mina, Arafat, Muzdalifah and Madinah) for Hajj or Umrah pilgrimage, the cities and towns are overcrowded. This often affects public services, transport and accommodation within the country. You hereby accept that the services are at all times dependent on the MOH and Saudi Arabian authorities over which We have no control.

You are asked to stay with Your Group at all times when travelling unless told otherwise by the Saudi authorities. All messages and documentation will be communicated to You through Your Group Leader.

Hajj

When You arrive into the KSA, before being allowed access on to the buses provided by the MOH, You (or Your Group Leader on Your behalf) must give Your passports to the Saudi authorities for safe keeping when requested to do so. Please be aware that this is a stipulation of the MOH and it is not something We have any say or control over. We will not accept liability for any loss or damage to Your passport whilst it is in the possession of the MOH. You accept that failure to provide Your passport to the authorities when requested to do so will mean that You will not be allowed to board onto the buses to continue on Your journey. We will not accept any liability in these circumstances and no refunds or payment of any kind shall be given.

Where You are on Hajj, Your itinerary will be governed by the Islamic calendar, the Saudi authorities and the MOH. Therefore, Your itinerary is subject to change at all times and You confirm that We cannot accept any liability in these circumstances. Furthermore, due to the nature of Hajj pilgrimage, your itinerary is on a very tight schedule, when told by Your Group Leader and or itinerary You must ensure that You are at all departure points at the times specified in order to commence the next stage of the pilgrimage. Failure to be present at the departure points at the times specified means that the group may leave without You and We cannot accept any liability for this.

Please Note: it is Yours and every individual(s) own responsibility to complete the Hajj pilgrimage. We will endeavour to provide guidance and assistance when and where possible. You are expected to have necessary knowledge and understanding on how to perform and or complete the Hajj pilgrimage. Any booklets or information on how to perform Hajj we may provide You with is a guide only. The actual time it may take You or Your Group to complete the Hajj pilgrimage will depend on Your own individual performance. We will not accept any liability and or responsibility for any delays, changes or Your and Your groups inability to complete all necessary rituals for Hajj as a result of Your own acts or omissions. As a result, if any religious sacrifice (dam, e.g. sacrifice of a goat or sheep) is due then the individual(s) it relates to will incur and pay all necessary cost to have such a religious sacrifice completed on their behalf.

Umrah

Where You are on Umrah pilgrimage, Your itinerary will be governed by Us, however it is still subject to the laws of Saudi Arabia the itinerary may be subject to change with little or no notice and We reserve the right to change/amend or cancel any part of the itinerary.

Please Note: it is Yours and every individual(s) own responsibility to complete the Umrah pilgrimage. We will endeavour to provide guidance and assistance when and where possible. You are expected to have necessary knowledge and understanding on how to perform and or complete the Umrah pilgrimage. Any booklet or information on how to perform Umrah we may provide You with is a guide only. The actual time it may take You or Your Group to complete the Umrah pilgrimage will depend on Your own individual performance. We will not accept any liability and or responsibility for any delays, changes or Your and Your groups inability to complete all necessary rituals for Umrah as a result of Your own acts or omissions. As a result, if any religious sacrifice (dam, e.g. sacrifice of a goat or sheep) is due then the individual(s) it relates to will incur and pay all necessary cost to have such a religious sacrifice completed on their behalf.

7. Accommodation

Please note all accommodation is shared and is of economy standard (unless otherwise agreed in writing). Hotel star ratings are provided to Us by the hotels, in accordance to the Saudi governments Ministry of Trade standards. These star ratings may not necessarily be equivalent to British standards. Any star rating provided by Us and any information You find on Our website or on Our literature is not endorsed by Us We only quote such ratings for guidance purposes.

You accept that accommodation may be of a lower standard than that expected. If You wish to share accommodation with Your husband, wife or family, a request for a family room (if available) must be made at the time of booking before You enter into a contract with Us. The same must be agreed in writing at the time of the Agreement/Booking confirmation. Failing to do so, accommodation will be allocated at Our discretion.

Please Note: there may be an additional payment or a different package price if You request a private double, triple, quad or quint family room.

During Hajj and or Umrah all accommodation is segregated and communal, men with men and women with women (unless You request a private double, triple, quad or quint family room and it has been agreed and you have paid the additional cost) and whilst We will make efforts to place You with Your Group, We cannot make any guarantees about this and accept no liability in the event that You are not placed in the same room/floor/building as them .

Every pilgrim for Hajj or Umrah must make their own private arrangements for receiving their visitors in Saudi Arabia. Visitors will not be permitted to stay at pilgrims' hotels during nights, nor will meals be provided for them.

During Hajj only Visiting/staying in Mina, Arafat and Muzdalifah are religious rituals/requirements of Hajj. During the five days of Hajj only, accommodation in Mina and Arafat are in tents, in designated outdoor areas allocated and provided by the MOH. The tents of Mina and Arafat are provided on a sharing basis. Men will be with men and women will be with women. Please be aware that no Hajj Company has any control of its location and allocation of tents in either Mina or Arafat. During the five days of Hajj please be aware that there will be no tents provided in Muzdalifah and You are responsible for making Your own sleeping arrangements. There will be no designated sleeping area allocated to Us in Muzdalifah. It is very likely You will be sleeping on open grounds/roadsides. We will do Our best to try and keep Our group together, but this is not always possible. Toilet Facilities in Mina, Arafat and Muzdalifah are very limited so long delays will occur. The standard and cleanliness of these toilets may not be what You are accustomed to, however We are not responsible for the upkeep of these facilities.

8. Transport

We cannot accept any liability for any delays in Your flights to or from the UK whether the cancellation or delay is caused by adverse Weather Conditions, re-scheduling of times by the airline, industrial action and an act of God or otherwise. During Hajj and or Umrah there may be times when there will be long delays mainly at airports, Hajj camps and during coach transfers due to the enormous number of pilgrims in Saudi Arabia. We do

not accept any liability for any such delays. We shall not be liable for any delay/failure in You performing Your Hajj and or Umrah rites from circumstances beyond Our control.

It is Your responsibility to ensure that You and Your Party are at any meeting points at the relevant time. This applies to check in/out procedures, outgoing and ingoing flights, any internal transportation and any excursions organised during the travel package.

During Hajj (if not booked by Us privately) Transport within the KSA is provided by, controlled and governed by the MOH and We have no control over this. Transport might be delayed or changed at little or no notice and You accept that We have no control over such delays or changes nor can We accept any liability for this. Furthermore, You accept that the road network system in Saudi Arabia is developing and its infrastructure may not be as You are accustomed to within the UK.

We are not always in a position at the time of booking to confirm the actual carrier, aircraft type and timings in respects to Your flight(s), We shall only confirm this information as soon as We have confirmation of this from the airlines. The actual timing of Your flights and information relating to the flight will be on Your ticket which will be dispatched prior to travel, which may include You receiving the ticket on the day. It should be noted that airline times and details for the flight may change even after a ticket is dispatched, if this occurs We will contact You as soon as possible. Any changes in the flight which are out of Our control will not be Our responsibility and We shall not be liable for the same.

Please Note: that, in accordance with Air Navigation Orders, in order to qualify for infant status, a child must be less than 2 years of age on the day of its return flight(S). Children aged 2-11 may be offered a discounted ticket price at the airline's discretion. If that is the case, We will notify You accordingly before confirming Your booking.

If You or any member of Your Party misses Your flight or other transport arrangement, it is cancelled, or You are subject to a delay of over 3 hours for any reason, You must contact Us and the airline or other transport supplier concerned immediately. We shall not be responsible for this however we endeavour to do Our best to assist where We are able to, note that additional charges may apply.

Under EU Law, You have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. If the airline does not comply with these rules You should complain to the Civil Aviation Authority at www.caa.co.uk/Passengers. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle You to a refund of Your package price from Us. A delay or cancellation to Your flight does not automatically entitle You to cancel any other arrangements even where those arrangements have been made in conjunction with Your flight.

We cannot accept liability for any delay which is due to any of the reasons which include the behaviour of any party member on any flight who, for example, fails to check in or board on time.

9. Luggage & Personal Possessions (loss and or damage)

Luggage allowance is as per the airline (which Your confirmed booking is upon) rules and conditions and We are in no way responsible for this. It is Your duty to check for baggage allowance and ensure that You are carrying permitted items as per the airline, airport and the country You intend to visit, rules and regulations.

We are not responsible for excessive, loss or damaged luggage, or for any personal belongings including but not limited to cash, passports, phones and bank cards etc carried by You or Your Party. It is Your complete responsibility throughout Your journey. This includes but not limited to air transfers, coach travel, accommodation stay. We will not take any responsibility for safeguarding the property of individuals at any time during their journey nor for any loss or damage of any property.

If we are found liable under this clause then We will limit the amount of compensation We may have to pay You. The maximum amount compensation We will have to pay You in respect of these claims is an amount equivalent to the excess on Your insurance policy which applies to this type of loss because You are assumed to have adequate insurance in place to cover any losses of this kind. If You do not have adequate travel insurance, then We will not be liable, nor will We compensate You for any such loss and or damage.

10. Behaviour

When You book a Hajj or Umrah travel package with Us, You and Your Party are expected to conduct Yourself in an acceptable manner. We hold no responsibility for the actions and conduct of any other guests/individuals who have no connection with Your booking or with Us. If We or any other person of authority is of the reasonable opinion that You or Your Party member is behaving in such a way that is causing or is likely to cause danger, distress, upset or damage to another guest, property, Third Party's or delays/diversion to transport then We reserve the right to cancel the package in respect of the person/party concerned and they must leave any accommodation/transport when told to do so and We shall have no responsibility for them including return flights. Please be aware no refunds will be made and We will not be liable for any expenses or costs incurred as a result of the termination of their package. You and Your Party are entirely responsible for any loss or damage caused to any accommodation and/or transport etc arranged for You and furthermore You and Your Party are fully responsible to make payments for the same to the service providers. Should You fail to make such payments then subsequently You and Your Party will be responsible for meeting any claims (including legal cost in both UK and Saudi Arabia) made against Us. You and Your Party will be responsible for any and all legal cost We may incur in pursuing any claims against You and or Your Party.

11. Risk & Insurance

When You make Your booking with Us You acknowledge there is an element of risk associated with pilgrimage generally, particularly in the KSA during Hajj. These include overcrowding in hotels, on all forms of transport and poor management of public places. These risks can also include the risk of injury or illness in remote places without medical facilities. You must be fit enough to undertake the pilgrimage and You must exercise reasonable care for Your own safety and the safety of other members in Your Group.

For those on medication, please be aware that medicines can be expensive or unavailable in Saudi Arabia. We advise You to take sufficient supplies to last You the full duration of Your Hajj and or Umrah journey. We also recommend that You take medication for coughs, colds and painkillers from the UK.

We are legally obliged to advise You and Your Group to take out adequate travel/health insurance. Travel/health insurance is not included as part of Your Hajj or Umrah travel package and it remains Your responsibility to purchase travel/health insurance separately, You must do so prior to Your departure. You must be satisfied that Your insurance fully covers all Your personal requirements including cancellation charges, medical expenses, pre-existing medical conditions and repatriation in the event of accident, illness or death. If You choose to travel without adequate insurance cover, You do so entirely at Your own risk and We will not be liable for any losses what so ever, in respect of which insurance cover would otherwise have been purchased.

Please Note: If We cancel, refund or make major changes to Your travel package and You accept them, We will not pay for the loss or amendment fees of any insurance premiums You or Your Party may incur.

12. Payment, Changes & Cancellation

We accept payment for bookings by cash, online transfer and cheques (made out in the company name) Only. We do not accept debit/credit card payments. All bookings for Hajj or Umrah travel packages require a minimum deposit of 50% of the total package price (Any variation on stipulated payment terms shall be entirely at Our discretion and will be expressly agreed between You and Us and the same will be documented on Your Booking Form as and when necessary). If the package price is less than the sum of £1,500 then 75% of the total package price will be required as a deposit. Deposits are fully refundable if cancelled within 14 days of booking, however if airline tickets, transport, accommodation or visa have been confirmed, booked and/or issued within those 14 days then the relevant cancellation charges will apply. If a non-refundable amount has expressly been stated on Your Booking Confirmation Invoice then We reserve the rights to retain any such amount, at which point any refund of said deposit is at Our absolute discretion.

The full payment for Your booking must be made to Us 40 days prior to departure (unless expressly agreed otherwise). If the balance is not settled 40 days prior to the departure then, We reserve the right to treat Your booking as cancelled by You in which case the cancellation charges set out below will become payable.

Please Note: when booking airline tickets only payment must be made in full prior to booking confirmation.

If Your booking is confirmed (airline tickets, transport, accommodation or visa etc.) and You wish to change or amend Your booking in anyway, You must inform Us in writing as soon as possible. We will do Our utmost to make these changes, but this may not always be possible or may incur additional charges or the loss of all

monies paid for the booking. Any additional charges as well as any cost incurred by Ourselves or imposed by any of Our suppliers or the loss of any and all monies paid will be at Your expense. All changes are subject to an administration fee of £45 per person per change. If We are unable to assist with Your request and You do not wish to proceed with Your original confirmed booking, We will treat this as a cancellation by You. At which point cancellation charges set out below in these Terms & Conditions will apply.

If any member(s) of Your Party is prevented from travelling, then that person(s) may transfer their place to someone else (introduced by You and satisfying all conditions applicable to the arrangements) providing We are notified not less than 30 days before departure and You pay any amendment fee of £45 per person transferring, meet all costs/ charges incurred by Us and/or incurred or imposed by any of Our suppliers/ Third Parties and the transferee agrees to these Term & Conditions and all other terms of the contract between Us. If You are unable to find a replacement, then cancellation charges as set out below in these Terms & Conditions will apply.

If You decide to cancel Your confirmed booking with Us, You must notify Us in writing. Your notice of cancellation will only take effect on the date in which We receive Your written notification of cancellation at Our registered office (12 Woolmer Road, Meadows, Nottingham, NG2-2FB) or via our email address.

Since We incur costs in cancelling Your arrangements, Your liability to Us shall include payment to Us of all costs We incur in fulfilling the booking of Your travel package and all associated contracts We entered into with Third Parties as a consequence. You will have to pay the applicable cancellation charges up to the maximum shown in the table below. The cancellation charges are calculated and based on the total cost payable by the person(s) cancelling. We will deduct the cancellation charge(s) from any monies You have already paid to Us. Should the cancellation charge(s) be greater than the amount You have already paid to Us, then You are liable to pay Us the difference.

Please Note: If the reason for Your cancellation is covered under the terms of Your insurance policy, You may be able to reclaim these charges from Your insurance Company.

Period before departure within which notice of cancellation is received by Us in writing	% of total booking price*
More than 81 days	Full refund unless airline tickets, transport, accommodation or visa have been confirmed
61-80 days	40%
41-60 days	60%
31-40 days	80%
30-0 days	100%

Please Note: Certain arrangements may not be amendable or transferable after they have been confirmed. Any alteration could incur a cancellation charge of up to 100% of that part of the arrangement.

If We make changes or cancel Your booking, then We shall advise You accordingly. We hope that We will not have to make any changes to Your booked services but because some services are reliant on the MOH and/or Saudi Arabia authorities and/or other variables, We sometimes do need to make changes. We reserve the right to change or cancel Your booked services at any time. The costs on any changes and or cancellation made by Us will be at Our expense, however We will not cancel Your travel arrangements less than 28 days before Your departure date, except for reasons of Force Majeure or failure by You to pay the final balance.

We will make every effort to complete the services on time but there may be delays due to circumstances beyond Our control. In this case We will complete the services as soon as reasonably possible.

We may have to suspend the services if We have to deal with technical problems, or to make improvements to the service. We will let You know in advance where this occurs, unless the problem is urgent or an emergency.

If We have to make major changes or cancel Your booking, We will tell You as soon as possible and You will have the option of one of the below choices. You must notify Us of Your choice (in writing) within 5 days of Our offer (time dependent). If You fail to do so We will assume that You have chosen to accept the alternative travel arrangements.

- i. Full refund of all monies paid.
- ii. Alternative travel arrangements of comparable standard, if available (We will refund any price difference if the alternative is of a lower value).

Please Note: If there is not enough time to notify You before Your departure date (3 days or less to travel), We will make the choice for.

Please Note: If accommodation with a higher price than the original booked accommodation is offered by Us and accepted by You, then the difference in price will be payable by You. In no case will We pay compensation for accommodation (that is of a higher price than that originally booked) which is accepted by You were no additional payment is made by You.

Please Note: We may be forced by “Force Majeure” to change or terminate Your arrangements before and or after Your departure. If this situation does occur, We will be unable to make any refunds (unless We obtain any from Our Third Party suppliers), neither can We pay You compensation or meet any costs or expenses that You incur as a result. Please make sure You have adequate insurances in place for such events.

13. Cutting Your Travel Package Short

If You decide to cut Your Hajj/Umrah package short for personal reasons in circumstances where You have no reasonable cause for complaint about the service provided, We cannot be held liable nor can We refund the cost of any services, You have not used. If You decide to cut Your Hajj/Umrah package short due to complaints about the service provided, if You do not give Us enough notice at the time of the incidence or allow Us the opportunity to improve Our services then We will not refund You for the cost of any services You have not used.

In any circumstances We will not be liable for any additional cost that You may incur as a result of You cutting Your package short such as but not limited to accommodation, taxi or transfer costs, airline tickets or change to tickets, food/water.

14. Other Activities

Any excursions or other activities that You book/undertake and pay for whilst You are abroad that are not part of Your Arrangements with Us, Your contract for such excursions or other activities will be with the operator. We are not responsible for the provision of the excursion or activity or for anything that happens during the course of its provision by the operator.

15. Physical / Medical Conditions to Travel & Special Requests

We are not disabled Hajj/Umrah or Holiday specialists, however We will make reasonable endeavours to assist You with any special request. If You or any member of Your Party has any medical conditions or disability which may affect Your stay/travel, please provide Us full details so that We can try to advise You as to the suitability of Your chosen arrangements. This information should be provided to Us at the time of booking but no later than 30 days prior to Your departure date (in writing). We make no guarantee that Your special request will be met. We may require You to produce a doctor’s certificate, certifying that You are fit enough to participate in Hajj/Umrah pilgrimage. Acting reasonably, if We feel We are unable to properly accommodate the needs of the person(s) concerned, We will not confirm Your booking. If You have confirmed Your booking/signed the Agreement without informing Us of any such individuals with special medical requirements, if and when We become aware of these details, We reserve the right to cancel Your Agreement/Booking with Us and at which point We will impose all applicable cancellation charges. We do not accept any bookings that are made on the conditions that a special request must be met. If Your special request has been noted on Your Booking Form or any other documentation that We supply You with or if it has been passed on to Our suppliers/Third Part, this is not confirmation that Your request will be met. If We fail to meet Your special request it will not be considered as breach of contract as We endeavour to assist where possible. By signing the Agreement, You and Your Party are fully aware of this situation.

Please Note: Health facilities, hygiene and risk of disease vary worldwide. It is Your own responsibility to take health advice about Your (Group) specific needs as soon as possible. Your general practitioner or a specialist health clinic may be able to provide You with such health advice. Information may also be found on the following websites; www.fco.gov.uk / www.hpa.org.uk / www.nathnac.org

16. Events outside of Our Control

We will make every effort to complete the services on time but there may be delays due to circumstances beyond Our control. We will not be liable or responsible for any failure to perform, or delay in performing any of Your Hajj/Umrah obligations caused by events outside of Our reasonable control.

A Force Majeure event includes any act, event, non-occurrence, omission or accident beyond Our reasonable control and includes, in particular (without limitation), the following:

- i. Strikes, lock-outs or other industrial action.
- ii. Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
- iii. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
- iv. Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- v. Impossibility of the use of public or private telecommunications networks.
- vi. Advice from the Foreign Office to avoid or leave a city/country.
- vii. Technical problems.

Our obligations under these Terms and Conditions are suspended for the period that the Force Majeure event may continue, and We may not be able to extend the time to perform Our obligations. Under such circumstances no refund, loss of monies or insurance premiums will be refunded. We will endeavour to take reasonable steps to bring the Force Majeure event to a close or to find a solution by which Our obligations under these Terms and Conditions can be performed despite the Force Majeure event.

17. ATOL/ Financial Protection

By law all tour operators and travel firms selling holiday packages and flights in the UK need to hold an Air Travel Organisers Licence (ATOL). ATOL is a financial protection scheme, protecting You when You book a holiday/travel package with a UK travel Company.

Our Company is ATOL protected and Our ATOL number (9893) can be found on the Booking Confirmation Invoice, website, ATOL Certificate and or any other literature, providing You with a peace of mind and full financial protection. The price of Our air holiday/travel packages includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) We pay to the UK Civil Aviation Authority. This charge is included in Our advertised prices.

When You buy an ATOL protected flight or flight inclusive holiday from Us You will receive an ATOL Certificate. This will list what is financially protected, where You can get information on what this means for You and who to contact if things go wrong. For further information, visit the ATOL website at www.atol.org.uk.

Where the ATOL holder has a contractual or statutory obligation (including as a Flight-Plus arranger) to provide a flight (and where applicable other travel services) to a consumer whether concluded direct or through an agent or AB member, the ATOL holder must ensure the terms of its Agreement with its consumer require the consumer to accept and agree that, if the ATOL holder fails, services to be provided by the ATOL holder pursuant to a licensable transaction may be provided by another ATOL holder or the consumer may be required to claim a refund under the ATOL scheme by including in its terms of business with consumers the term that: "We, or the suppliers identified on Your ATOL Certificate, will provide You with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither We nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide You with the services You have bought or a suitable alternative (at no extra cost to You). If You agree to accept that in those circumstances, then the alternative ATOL holder will perform those obligations and You agree to pay any money outstanding to be paid by You under Your contract to that alternative ATOL holder. However, You also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case You will be entitled to make a claim under the ATOL scheme (or Your credit card issuer where applicable).

If We or the suppliers identified on Your ATOL certificate are unable to provide Your Party with the agreed listed service(s) (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, then the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on to) You

under the ATOL scheme. You agree that in return of such a payment or benefit You assign absolutely to those Trustees any claims which You have or may have arising out of or relating to the non-provision of the services, including any claim against Us. You also agree that any such claims may be re-assigned to another body, if that other body has paid sums You have claimed under the ATOL scheme.

Please Note: If You book arrangements other than an ATOL protected flight, package or flight-plus from Us the Your money will not be financially protected. Please ask Us for more details.

18. Data

When processing Your booking We may pass Your details to Third Party companies where applicable. By entering into an Agreement with Us You hereby agree for Us to do this and furthermore You agree for Us to hold Your information including but not limited to email addresses, passport copies, house address, contact numbers and any other personal details for the purposes of sending You marketing material and/or any other purpose compliant with English law. Please see or ask Us for a copy **LINK TO OUR POLICY** Our privacy policy for more information on how we manage Your personal data/information.

19. Complaints & Claims

We make every effort to ensure that Your Hajj/Umrah package runs smoothly but if for any reason should You be dissatisfied with the services that You have received from Us whilst away You should notify Us immediately and We will endeavour to assist where possible. However, If You do not give Us the opportunity to resolve any problems at the time, then We may not be able to deal positively with any complaint on Your return. On Your return, You must send Us a formal written notice of Your complaint within 14 days of Your return (all correspondence should be sent to Our registered office, (*Lala Abdul Malik Khadam al Hajjaj LTD, 12 Woolmer Road, Meadows, Nottingham, NG2 2FB*), giving Us Your booking reference number and all other relevant information. Failure to follow these procedures may affect Our efforts to resolve Your issues and will affect Your rights at a later stage.

To assist with any dispute, telephone conversation from booking to completion of Your travel package and any general discussions of Your travel package may be recorded for training and security purposes and the same may be used as evidence in court should the need arise.

All claims made against Us will be limited to 10% of the package price (per person) even if proven in court. We shall not be liable for any sum of money exceeding that of the stated percentage. You and Your Part expressly agree to this upon entering into Our Agreement.

We will not be responsible or liable to pay You compensation for any illness, injury, death, damage, loss, expense or other claim(s) of any description if it direct results from:

- i. The act(s) and or omission(s) of the person(s) affected or from a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable.
- ii. Unusual or unforeseeable circumstances or event(s) beyond Ours or Our suppliers(s) control, the consequences of which could not have been avoided even if all due care had been exercised.

Please Note: the extent of Our liability in all cases is limited. Any claims made in respect of international travel by air, sea and rail or any stay in a hotel will also be limited, as if We were carriers under the appropriate Conventions, The Paris convention (in respects of hotel arrangements), The Warsaw/Montreal, The Athens and The Berne/Cotif Conventions (in respects of international travel by air, sea and rail). In addition, You agree that the operating carrier(s), transport company(s) or hotel(s) own Conditions of Carriage or Conditions of Stay will apply to Your journey/package.

20. Exclusions & Complimentary service

Anything that is not listed in the Agreement or is down as complimentary does not fall in anyway shape or form under the terms of Your Agreement with Us. We are not liable or responsible to provide any services outside of Our obligatory right stated in Our Agreement with You. All complimentary and promotional services/products provided by Us will be carried out with Our best endeavours. We cannot be held liable or responsible for any shortfall in providing complimentary service.

21. F.C.O Travel Advice & Advance Passenger Information

You and Your Group are responsible for making Yourselves aware of The Foreign and Commonwealth Office (F.C.O) advise in regard to the safety of the counties and the cities/areas in which You will be travelling. It is Your duty to make Your decision accordingly. Advice from the F.C.O to avoid or even leave a particular city/area or country may constitute as Force Majeure (see Claus 16). This information can be found at <https://www.gov.uk/foreign-travel-advice/saudi-arabia>.

Advance Passenger Information means (but not limited to) Your passport/ identity card details and in some cases, Your contacts information (e.g. Phone numbers/ Email/ Address) is provided to the authorities before You or Your Party travel. The British government often requires Advance Passenger Information on all individuals travelling into and out of the United Kingdom.

Some Country governments/ authorities require airline to give them relevant information for customs and immigration purposes, however they may also request airlines to provides them with direct access to passenger bookings, which may contain other passenger data. It is of extreme importance that the information You provide is accurate so You and Your Group may pass through Immigration on arrival.

Failure to hold correct documentation or if You or any of Your Party submit incorrect or inaccurate details for visa application/ tickets and or Advance passenger information may result in refusal of carriage or entry to a country. We will not accept any liability or pay any form of compensation if this was to happen.

22. Disclaimer

Any samples, drawings or advertising We issue, and any descriptions or illustrations contained in Our website, catalogues, brochures or any other literature, are issued or published solely to provide You with an approximate idea of the services they describe. They do not form part of the contract/Agreement between You and Us.

Whilst reasonable care is taken to ensure that the information given to You is accurate, We cannot guarantee its true accuracy as the information may come from a Third Party/Booking Agent and We reserve the right to change the information including these Terms and Conditions at any time without notice. You must check these Terms and Conditions for changes and consult Us.

We have taken all reasonable steps to ensure that all representatives, agents, tour operators and or Third Party's used are reputable, however We do not have direct control over such organisations where applicable and shall not be responsible for any services, acts or omissions by them or their employees.

If cancellation or changes by Us are brought about by war, riots, civil commotion, strikes, disasters, terrorist act, events of nature, act of God, technical problems with transportation or other events outside the control of The Company, then We shall not be held responsible nor liable in any way.

All personal baggage, including personal articles, medicines, mobiles phones and any other items You have with You are at all times and under all circumstances at "owners risk". No responsibility is accepted by The Company for Your failure to carry passports, visas or other documents required for the purpose of the Your journey.

As is the nature of Hajj/Umrah with the vast number of pilgrims, there is a higher probability of viruses and airborne diseases, it is therefore Your own personal responsibility for Your Well-being at all times, The Company cannot be held responsible for any personal accidents, illness and death during Your travel. We strongly advise You have suitable travel/health insurance cover for Your journey and stay.

Despite very careful planning and organisation the Hajj/Umrah journey can never be taken for granted like a normal holiday expected in the UK. We wish Your journey is pleasant as it can be a once in a lifetime experience, however the vast number of people from across the globe with a varied life style may have an impact on Your pilgrimage, unfortunately We cannot be held responsible for this experience. Due to the ever growing Muslim population, the Holy Mosques and the cities around them are constantly under maintenance and construction. We cannot be held liable for any impact this may have on Your expectations and or experience of Your Pilgrimage.

The provision of the service offered by The Company is in good faith and best endeavours to meet Your standard however, We, Our agents or their sub agents cannot be held responsible for any shortfalls outside The Company's control against Your expectations of the pilgrimage.

We make no representations or warranties of any kind with respect to flights for Hajj/Umrah travel packages including no responsibility to provide time/accommodation to perform 40 Salahs in Madinah.

In the KSA, the MOH and Naqaba (Ministry of Transport) are solely responsible for the movement of Hajj pilgrims between Jeddah, Makkah, Mina, Araft, Muzdalifah and Madinah or any other point of pilgrimage in the KSA. We have no control what so ever over the transportation (unless privately booked by Us), this includes and not limited to, timing, quality of the transport, duration of the journey and facilities on the transport. We will assist where possible, but this element of the pilgrimage is outside of Our control and We cannot be held responsible in any shape or Form.

During Hajj in the KSA the MOH has sole responsibility for the allocation of Tents in Mina & Arafat, Our local agent (Saudi Matowif Service) will assist where possible. We cannot be held responsible for the quality or services at these points in the pilgrimage.

Whether You have booked a Hajj or Umrah package, meals may be provided in Makkah and or Madinah hotels on a 'Full board' or 'Half board' basis depending upon what package/services You have booked with Us (confirmed bookings only). During Hajj only, Food may also be provided in Mina and or Arafat, depending on the travel package You have opted for however no meals will be provided in Muzdalifah.

All food/drink that is provided by Us and or Our representatives to You is with Our best endeavours. Although reasonable care is taken to provide food/drink from a reputable Third Party food standards/taste may not be to that of Your expectations. Any food/drink provided by Us that is consumed by You is at all times at Your own risk. We will not accept any liability or responsibility for any illness or sickness that may be caused by such food consumption.

It is hereby agreed that You consent to photography, audio recording, interviews, video recording and the release of the same by any means of publication including social media for advertising, or for any other purpose which We, Our vendors, Our partners, Our affiliates and/or Our representatives deem fit. You release Us from any liability connected with the same. You waive all rights You may have to any claims for royalties in connection with any exhibition, streaming, web-casting, televising, or other publication of these materials, You have been fully informed of Your consent, waiver of liability, and release before joining Our group. If at any point You wish to opt out of any photography, audio recording, interviews, video recording and for them not to be used by Us for advertising or Our social Media pages, You simply need to notify Us. Please see Our privacy policy to find out more on how to do this. [LINK FOR PRIVACY POLICY](#)

23. Jurisdiction and Applicable Law

These Terms and Conditions and any Booking confirmation/Agreement to which they apply are governed by English law. We both agree that any dispute, claim or other matter which arises between You and Us out of or in connection with Your contract/Agreement or booking will be dealt with by the courts of England and Wales only.