

## **AL-MUSTAFA RAZA HAJJ & UMRAH TOURS LTD BOOKING TERMS AND CONDITIONS**

These Booking Conditions, together with our Privacy Policy and any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with Al-Mustafa Raza Hajj & Umrah Tours Ltd (we" or "us"). Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions references to "you" and "your" include the first named person on the booking and all persons named on the Booking Form or any other person to whom a booking is added or transferred.

By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:

1. He/she has read these terms and conditions and has the authority to and does agree to be bound by them;
2. He/she consents to our use of information in accordance with our Privacy Policy;
3. He/she is over 18 years of age and resident in the United Kingdom and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services.

### **1. INTERPRETATION**

The definitions in this clause apply to these Terms:

"Booking Form": your Booking Form for the Services as set out overleaf. "Force Majeure Event": shall have the meaning given in clause 20. "Services": the services that we are providing to you as set out in the Booking Form. "Terms": the terms and conditions set out in this document. Writing or written: includes faxes and e-mail (note that we will assume that your email address is correct as provided to us and that you understand the risks associated with using this form of communication).

### **2. THE SERVICES & YOUR EXPECTATIONS**

Your Hajj package with us shall consist of your visa, accommodation, flights to and from Saudi Arabia and transport within Saudi Arabia, as well as such other services outlined in your booking form ("the Services"). The purpose of these Services is to allow you to complete the holy pilgrimage of Hajj in Saudi Arabia and as such you accept that this is by no means your normal package or leisure holiday. You make your booking with us being completely aware of this.

Due to the large number of pilgrims in Saudi Arabia for the Hajj pilgrimage, the cities and towns are overcrowded. This has a knock on effect on the public services, transport and accommodation within the country. You accept that the Services are at all times dependent on the Ministry of Hajj and Saudi Arabian authorities within Saudi Arabia, over which we have no control.

All accommodation is shared and is of economy standard (unless otherwise agreed in writing) and in some of the holy places, accommodation will be in the form of tents or sleeping bags. Star ratings are provided by the hotels according to the Saudi Ministry of Trade standards and is quoted for guidance only; these are Saudi rated not necessarily British rating equivalent. You accept that accommodation may be of a lower standard than that expected. This is because accommodation within the holy cities at this time is in such high demand and all accommodation will have to be shared as a result – rooms for single occupancy are not available. If you wish to share accommodation with your husband, wife or family, you must make a special request for this at the time of booking, and if available, a supplement will be payable. Otherwise, all accommodation is segregated and communal and whilst we will make efforts to place you with the group with which you're travelling we cannot make any guarantees about this and accept no liability in the event you're not placed in the same accommodation.

You acknowledge your stay in the holy places of Mina, Arafat and Muzdalifah for five days is a requirement of the Hajj pilgrimage. Accommodation in Mina and Arafat is in the tents provided by the Ministry of Hajj in

a designated outdoor sleeping area. Please note that there will be no tents in Muzdalifah and you will need to make arrangements to bring your own sleeping bag as these will not be provided. Furthermore, there will be no designated sleeping areas and you must acknowledge that you will be sleeping on roadsides/open ground. There will be no shelter and very limited toilet facilities. If you decide not to visit these holy places for whatever reason (including where you don't wish to stay in tents/sleeping bags) then this is entirely at your own discretion and cost, but it should be noted that you will not have completed the Hajj pilgrimage as a result.

Meals will be provided on a 'full board' or 'half board' basis depending on what you have booked with us. Food may also be provided in Mina and/or Arafat, depending on the package you have opted for (please refer to your Booking Form) however no meals will be provided in Muzdalifah. All meals will be provided in accordance with Saudi laws and regulations and all restaurants, takeaway and kitchens used are approved by the Ministry of Hajj. However, please note that all meals will be prepared for the majority and will not be made to order for any individual. We have no control over the content or type of meal/food provided. If you are not happy with the meals being provided, you will have to purchase your own meals at your own cost – and you will not be entitled to any refund from us. We once again remind you that this is not a holiday and therefore food will be basic but sufficient for its purpose as sustenance.

Transport within Saudi Arabia is provided by the Ministry of Hajj and is public – there are no private transfers. This transport is provided by, controlled and governed by the Ministry of Hajj 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 Saudi Arabia is a developing country and its infrastructure may not be as advanced as you may be used to in the UK. It remains your responsibility to ensure that your luggage is loaded and unloaded from the Ministry of Hajj buses, and we cannot accept any responsibility for loss or damage to your luggage whilst it is transported on these buses.

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. When you arrive in Saudi Arabia, before being allowed access on to the buses provided by the Hajj Ministry, 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 note that this is a stipulation of the Ministry of Hajj and it is not something over which we have any control. We cannot accept liability for any loss or damage to your passport whilst it is in the possession of the Hajj Ministry. You accept that failure to provide your passport to the authorities when requested to do so will mean that you will not be allowed access to the buses to continue on your journey. We cannot accept any liability in these circumstances and no refunds or payment of any kind shall be given.

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

Please ensure you manage your expectations accordingly and by making a booking with us, you are deemed to have accepted these caveats.

### **3. OUR CONTRACT WITH YOU**

These are the terms and conditions on which we supply the Services to you.

Any samples, drawings or advertising we issue, and any descriptions or illustrations contained in our website, catalogues or brochures, 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 between you and us or any other contract between you and us for the supply of the Services.

If any of these Terms are inconsistent with any term of the Booking Form, the Booking Form shall prevail.

A booking is made with us when a) you tell us that you would like to accept our written or verbal quotation; and b) you pay us a deposit as stipulated on your booking form, (If you are booking within 60 days of departure, full payment is due at the time of booking); and c) we issue you with a booking confirmation. We reserve the right to return your deposit and decline to issue a confirmation at our absolute discretion. A binding contract will come into existence between you and us as soon as we have issued you with a booking confirmation that will confirm the details of your booking and will be sent to you or your travel agent. Any variation on stipulated payment terms shall be entirely at our discretion and shall be expressly agreed between us and noted on your booking form.

If you amend or cancel a Booking Form, your liability to us shall include payment to us of all costs we reasonably incur in fulfilling the Booking Form and all associated contracts entered into with third parties as a consequence.

If your confirmed Services include a flight, we (or if you booked via an authorised agent of ours, that agent) will issue you with an ATOL Certificate and a booking confirmation. Upon receipt, if you believe that any details on the ATOL Certificate or booking confirmation or any other document are wrong you must advise us immediately as changes cannot be made later and it may harm your rights if we are not notified of any inaccuracies in any document within ten days of our sending it out (five days for tickets).

The balance of the cost of your Services (including any applicable surcharge) is due not less than 60 days prior to scheduled departure. If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out in clause 9 below will become payable.

When you are making a booking on behalf of yourself and a group, the signatory to the booking form shall be the Lead Name and we shall only deal with the Lead Name in all subsequent correspondence, including changes, amendments and cancellation. The Lead Name agrees on behalf of all persons detailed on the booking that he/she has read these terms and conditions and has the authority to and does agree to be bound by them. The Lead Name will be responsible to us for full payment of the price (including any travel insurance premiums and cancellation charges) of the Services booked, and will also be responsible for passing on to all members of the travelling group all documentation and information which we are legally obliged to give to you. The Lead Name also confirms that he/she is over 18 years of age and resident in the United Kingdom and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services. The Lead Name is responsible for ensuring the accuracy of the personal details or any other information supplied in respect of all persons travelling on the booking 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.

Your Booking Agent is the travel agent or other company, organisation or person who, without being a party to the contract between you and us, is acting as intermediary to handle bookings and payments for the tour which you book with us. If the Booking Agent signs a Booking Form, he/she does so on behalf of all persons named on the booking, and you confirm that the Booking Agent is authorised to do so. In this case, the first named person on the booking form shall be the Lead Name. Please note that we cannot accept any liability for the acts, omissions or representations of any Booking Agent.

You must provide us, in sufficient time, with any information and instructions relating to the Services that is or are necessary to enable us to provide the Services in accordance with these Terms. If you do not, or you provide us with incomplete, incorrect or inaccurate information or instructions, we may cancel the order by giving you written notice, or we may make an additional charge of a reasonable sum to cover any extra work that is required.

Any person who is under 18 years old must be accompanied by an adult on his or 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 and are readily available on request.

#### **4. ACCURACY**

We endeavour to ensure that all the information and prices both on our website and in our brochures are accurate; however occasionally changes and errors occur and we reserve the right to correct prices and 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.

#### **5. INSURANCE**

We are legally obliged to advise you to take out adequate travel insurance. Travel insurance is not included as part of your Hajj package and it remains your responsibility to purchase travel insurance separately. 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 or illness. 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 howsoever arising, in respect of which insurance cover would otherwise have been available.

#### **6. PRICE AND PAYMENT**

The price of the Services will be as set out in the Booking Form. Prices of unsold Services are liable to change at any time, but price of your confirmed Services will not change except where we have to correct errors (which we reserve the right to do) or where we have to enforce a surcharge as specified below.

You will pay us for the Services as set out in the Booking Form and if you do not make any payment due to us by the due date for payment (as set out in the Booking Form), you will be liable to pay any costs we incur as a result of having to chase you for your payment. Such costs will include a fixed fee of £50 per letter and £20 per telephone call, as well as any other costs we incur as a result of your late payment. You must pay us these charges together with the overdue amount. These charges are without prejudice to our right to cancel your booking for late or non-payment in accordance with clause 9.

Any money paid to an authorised agent of ours in respect of a booking covered by our ATOL is held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to the agent's obligation to pay it to us for so long as we do not fail financially. If we do fail financially, any money held at that time by the agent or subsequently accepted from the consumer by the agent, is and continues to be held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us.

#### **Surcharges**

The price of your travel arrangements has been calculated using exchange rates quoted by Barclays Bank in relation to the following currencies: Saudi Riyal/£GBP.

The price of your confirmed package is subject at all times to variations in:

- (i) transportation costs, including the cost of fuel; or
- (ii) dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports; or
- (iii) the exchange rates used to calculate your arrangements;

Such variations could include but are not limited to airline cost changes which are part of our contracts with airlines (and their agents) and any other transport providers. We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges and/or additional services or travel arrangements. You will be charged for the amount over and above that, plus an administration charge of £1.00 per person together with an amount to cover agents' commission.

If this means that you have to pay an increase of more than 10% of the price of your confirmed travel arrangements (excluding any insurance premiums, amendment charges and/or additional services or travel arrangements), you will have the option of cancelling and receiving a full refund of all monies paid to us, except for any insurance premiums and any amendment charges and/or additional services or travel arrangements. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy.

There will be no change made to the price of your confirmed package within 30 days of your departure nor will refunds be paid during this period.

Should the price of your package go down due to the changes mentioned above, by more than 2% of your confirmed holiday cost, then any refund due will be paid to you. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

## **7. JURISDICTION & APPLICABLE LAW**

These Booking Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales only.

## **8. CHANGES BY YOU**

If you wish to change any part of your booking arrangements after our booking confirmation has been issued, you must inform us in writing as soon as possible. This should be done by the first named person on the booking. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Where we can meet a request, all changes will be subject to payment of an administration fee of £50 per person per change as well as any applicable rate changes or extra costs incurred as well as any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you. A cancellation fee may be payable. If you are prevented from travelling it may be possible to transfer your booking to another suitable person provided that written notice is given. An administration fee will be charged, details available upon request.

**Note: Certain arrangements may not be amended after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.**

## **9. IF YOU CANCEL**

If you or any other member of your party decides to cancel your confirmed booking you must notify us in writing. Your notice of cancellation will only take effect when it is received in writing by us at our offices and will be effective from the date on which we receive it. We recommend that you use recorded delivery. Since we incur costs in cancelling your arrangements, you will have to pay the applicable cancellation charges up to the maximum shown below (The cancellation charge detailed is calculated on the basis of the total cost payable by the person(s) cancelling excluding insurance premiums and amendment charges which are not refundable in the event of the person(s) to whom they apply cancelling):

**Before Issuance of Visa:**

1. The day of booking to 90 days before the date of departure 10% of the package price;
2. 29 – 89 days before the date of departure: 30% of the package price cost;
3. 29-42 days before the date of departure 60% of the package price cost;
4. 0-14 Days before the date of departure 95% of the package cost.

**Note: Certain arrangements may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charge above.**

**After Issuance of Visa:**

Please note that once visas have been issued, no refunds can be issued in the event you cancel your arrangements.

We will deduct the cancellation charge(s) from any monies you have already paid to us.

If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

**IMPORTANT NOTE: Visas are non-transferable and we only have a limited quota of visas for which we can apply. Once we have met our quota of visa applications, we will not be able to apply for any further visas, regardless of the circumstances. Due to the laws and regulations of Saudi Arabia, women are unable to travel to Saudi Arabia on their own and must at all times be accompanied by a male companion who is the woman's husband, brother, son or father. In the event that, after the issuance of visas, the named male on any booking is unable to travel, because visas cannot be transferred after they have been issued, the entire booking will be treated as cancelled and no refund shall be given. For this reason we will wait as long as we can before issuing the visas for your group in order to reduce the risk of this happening. If, before the visa is issued, the male member of the group has to cancel, if his place can be transferred to another male who meets all necessary requirements, we may be able to transfer the place (subject to payment of all additional sums and his satisfying any visa application requirements). However once the visa has been issued, it cannot be transferred and due to the limited number of visas being issued, we will not be able to apply for another visa and therefore the entire group booking will have to be cancelled. Due to the late nature of this cancellation, no refunds will be possible.**

**10. IF WE CHANGE OR CANCEL**

We hope that we will not have to make any changes to the Services but, because the Services are reliant on the Hajj Ministry, among other variables, we sometimes do need to make changes. We reserve the right to do this at any time. We also reserve the right in any circumstances to cancel the Services. However, we will not cancel your travel arrangements less than 30 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.

Due to the large number of pilgrims, delays and queues are expected in Saudi Arabia. Times that we have provided are tentative and delays may occur from time to time. You are requested to abide by the times appointed by your appointed group leader as that would override printed times. Al-Mustafa Raza Hajj & Umrah Tours Ltd reserves the right to change the departure if necessary but will inform you of the changes made. Date changes are extremely rare and usually results from bad weather conditions, rescheduling



times by the airlines, action by air traffic controllers, mechanical fault or industrial actions, all of which are beyond our control.

Most alterations will be minor and while we will do our best to notify you or your travel agent of any changes as soon as reasonably possible if there is time before your departure, we will have no other liability to you. Occasionally we may have to make a major change to your confirmed Services.

If we have to make a major change or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of:

- i. (for major changes) accepting the changed arrangements,
- ii. having a refund of all monies paid; or
- iii. accepting an offer of alternative travel arrangements of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value).

You must notify us of your choice within 7 days of our offer. If you fail to do so we will assume that you have chosen to accept the change or alternative booking arrangements.

If we make a major change or cancel, less than 60 days before departure, and this is not due to a Force Majeure Event or your failure to make payment on time, we will also pay compensation as detailed below:

<b>Period before departure when a major change/cancellation</b>	<b>Compensation</b>
60 days or more	£0.00
29-59 days	£25.00
15-28 days	£35.00
7-14 days	£40.00
Less than 7 days	£50.00

The above sets out the maximum extent of our liability for changes and cancellations and we regret we cannot meet any expenses or losses you may incur as a result of change or cancellation. Please note: where accommodation with a higher price than the original accommodation is offered by us and accepted by you, the difference in price will be deducted from any compensation payable. In no case will we pay compensation if accommodation is offered by us and accepted by you with a higher price than that originally booked in the same location where no additional payment is made by you.

Very rarely, we may be forced by "force majeure" (see clause 20) to change or terminate your arrangements after departure. If this situation does occur, we regret we will be unable to make any refunds (unless we obtain any from our suppliers), pay you compensation or meet any costs or expenses you incur as a result.

If we become unable to provide a significant proportion of the services that you have booked with us after you have departed, we will make alternative arrangements for you at no extra charge and, if appropriate in all the circumstances, will pay you reasonable compensation.

## **11. PASSPORTS, VISAS & HEALTH FORMALITIES**

As part of the Services, we will apply to the Saudi Embassy for the Hajj visa required to enter Saudi Arabia for the Hajj pilgrimage. Please note that we have a limited number of visas for which we are permitted to apply and once we have met our quota, no further visas can be issued. Once issued, the Hajj visa cannot be re-issued in the event of loss or damage and it cannot be transferred to another person in any circumstances. It is your responsibility to check and fulfil the passport, visa, health and immigration requirements applicable to the Services and required for the issuance of the visa. We accept no responsibility for any visa application delay or rejection of a visa by the Saudi Embassy. You must check requirements for your own specific circumstances and with your own doctor as applicable.

We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.

Due to the nature of this trip please be advised The Kingdom of Saudi Arabia Law does not allow entry to Non-Muslims into Makkah or Madinah hence such persons will not be granted a Hajj Visa.

A non-Muslim can also be defined as: Any person who does not believe in the ABSOLUTE and UNQUALIFIED FINALITY of the Prophethood of Mohammad (peace and blessing be upon him), or claims to be a prophet of Islam or recognises any such claimant as a prophet of Islam.

Please note it is illegal to provide any false details to obtain the visa. If you provide false information, documents or passports in support of your visa application, you will be refused a visa and all future applications may be refused. Your attempts to abuse the immigration system may be reported to the relevant authorities.

## **12. CONDITIONS OF SUPPLIERS**

You acknowledge that certain parts of the Services will be provided to you by third party suppliers, for example certain transport and accommodation, ("Third Party Services"). Such Third Party Services include, but are not limited to, all transport within Saudi Arabia and the quality and location of and the space provided by any tents provided, each of which is provided and controlled by the Saudi Arabia Ministry of Hajj. These Third Party Services may be provided in accordance with their own terms and conditions which will form part of your contract with us. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from us or the supplier concerned.

## **13. YOUR BEHAVIOUR**

All persons travelling with us are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of other travellers. If in our opinion or in the opinion of any our suppliers, representatives, agents or any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to other travellers, or any third party or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your booking arrangements with us immediately. In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave your accommodation or other service immediately, and you will be responsible for making your own way home. We will have no further obligations to you and/or your party. No refunds for lost accommodation or any other service will be made and we will not pay any expenses or costs incurred as a result of termination. You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the supplier concerned prior to departure. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you. We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.

## **14. SPECIAL REQUESTS**

Any special requests must be advised to us at the time of booking e.g. diet, room location, a particular facility at a hotel etc. You should then confirm your requests in writing. Whilst every effort will be made by us to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any



special request will not be a breach of contract on our part unless the request has been specifically confirmed. We do not accept bookings that are conditional upon any special request being met.

## **15. DISABILITIES & MEDICAL PROBLEMS**

We are not a specialist disabled travel company, but we will do our utmost to cater for any special requirements you may have. If you or any member of your party has any medical problem or disability which may affect your stay, please provide us with full details before we confirm your booking so that we can try to advise you as to the suitability of your chosen arrangements. We may require you to produce a doctor's certificate certifying that you are fit to participate in the pilgrimage. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

## **16. COMPLAINTS**

If you have a complaint about your arrangements whilst away, you must immediately notify your group leader. If they are unable to resolve the problem immediately, and a member of our staff is not available, you should contact us straight away and we will endeavour to assist. If you do not give us the opportunity to resolve any problem locally by reporting it to the supplier, or informing us, then we may not be able to deal positively with any complaint on your return.

If the problem cannot be resolved and you wish to complain further, you must send formal written notice of your complaint to us at our office within 14 days of the end of your stay, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. Failure to follow the procedure set out in this clause may affect ours and the applicable supplier's ability to investigate your complaint, and will affect your rights under this contract.

If we cannot agree to resolve your complaint, you may approach the UK Hajj Association who have an Arbitration Panel which will deal with your complaint independently. The UK Hajj Association can be contacted using the following methods of communication: (i) email at [ukhajj@hotmail.co.uk](mailto:ukhajj@hotmail.co.uk); (ii) telephone on 0044 (0) 1274 733168; or (iii) post at Airlines House, 66 Lumb, Bradford, BD8 7QZ.

## **17. FINANCIAL SECURITY**

We provide financial security for flight inclusive Hajj packages. We do this by way of a bond held in favour of the Civil Aviation Authority under ATOL number [9956]. When you buy an ATOL protected flight inclusive holiday from us you will receive an ATOL Certificate. This lists 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](http://www.atol.org.uk). The price of our flight inclusive arrangements includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. ATOL protection extends primarily to Customers who book and pay in the United Kingdom.

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 (at no extra cost to you). You agree to accept that in those circumstances 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 the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for 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, the travel agent (or your credit card issuer where applicable). 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.

If you book arrangements other than a flight inclusive package from us, your monies will not be financially protected. Please ask us for further details.

## **18. OUR LIABILITY TO YOU**

- (1) We will accept responsibility for the arrangements we agree to provide or arrange for you as an “organiser” under the Package Travel, Package Holidays and Package Tours Regulations 1992 as set out below. Subject to these booking conditions, if we or our suppliers negligently perform or arrange the services which we are obliged to provide for you under our contract with you, as set out on your confirmation invoice, we will pay you reasonable compensation. The level of such compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these conditions and the extent to which ours or our employees’ or suppliers’ negligence affected the overall enjoyment of your holiday. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.
- (2) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:-
  - a. the act(s) and/or omission(s) of the person(s) affected;
  - b. the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
  - c. unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or
  - d. an event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.
- (3) **We limit the amount of compensation we may have to pay you if we are found liable under this clause:**
  - a. **loss of and/or damage to any luggage or personal possessions and money:**

The maximum amount 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 per person in total because you are assumed to have adequate insurance in place to cover any losses of this kind.
  - b. **Claims not falling under (a) above and which don’t involve injury, illness or death:**

The maximum amount we will have to pay you in respect of these claims is twice the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.

**c. Claims in respect of international travel by air, sea and rail, or any stay in a hotel:**

- i. The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions from our offices. Please contact us. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.
- ii. In any circumstances in which a carrier is liable to you by virtue of the Denied Boarding Regulation 2004, any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier.
- iii. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.
- iv. It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.
- v. Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.
- vi. Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description:
  - a. which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or
  - b. relate to any business.

**19. OTHER ACTIVITIES**

Excursions or other activities that you may choose to book or pay for whilst you are abroad are not part of your contracted arrangements with us. For any excursion or other activity that you book, your contract will be with the operator of the excursion or activity and not with us. 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.

**20. EVENTS OUTSIDE OUR CONTROL**

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside our reasonable control ("Force Majeure Event").

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:

- Strikes, lock-outs or other industrial action; or
- Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; or
- Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; or
- Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; or
- Impossibility of the use of public or private telecommunications networks.

Our obligations under these Terms are suspended for the period that the Force Majeure Event continues, and we will extend the time to perform these obligations for the duration of that period. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under these Terms can be performed despite the Force Majeure Event.

## **21. NOTICES AND COMMUNICATIONS**

If you wish to contact us in writing, or if any clause in these Terms requires you to give us notice in writing (for example, to cancel the contract), you can send this to us by e-mail, by hand, or by pre-paid post to Al-Mustafa Raza Hajj & Umrah Tours Ltd, 112A Whalley New Road, Blackburn, Lancashire, BB1 6LD. We will confirm receipt of this by contacting you in writing. If we have to contact you or give you notice in writing, we will do so by e-mail, by hand, or by pre-paid post to the address you provide to us in the Booking Form.

## **22. DATA PROTECTION**

We will only use the personal information you provide to us to provide the Services, or to inform you about similar services which we provide, unless you tell us that you do not want to receive this information.

## **23. DELAYS & MISSED TRANSPORT ARRANGEMENTS**

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.

The Package Travel Regulations 1992 provide that in the event that you experience difficulty on the occurrence of circumstances described in clauses 18 (2) (a) (b) (c) or (d) of these booking conditions, we will provide you with prompt assistance. Where you experience a delay which is not owing to any failure by us, our employees or sub-contractors, this prompt assistance is likely to extend to providing help in locating refreshments, accommodation and communications but not paying for them. Any airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own travel arrangements.

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](http://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 holiday price from us. If, for any reason, you do not claim against the airline and make a claim for compensation from us, you

must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment. 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 set out in clause 20 of these booking conditions (which includes the behaviour of any passenger(s) on any flight who, for example, fails to check in or board on time).

The carrier(s), flight timings and types of aircraft shown in this brochure or on our website and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. We shall inform you of the identity of the actual carrier(s) as soon as we become aware of it. The latest flight timings will be shown on your tickets which will be despatched to you approximately two weeks before departure. You should check your tickets very carefully immediately on receipt to ensure you have the correct flight times. If flight times change after tickets have been dispatched we will contact you as soon as we can to let you know.

Please note the existence of a "Community list" (available for inspection at [http://ec.europa.eu/transport/air-ban/list\\_en.htm](http://ec.europa.eu/transport/air-ban/list_en.htm)) detailing air carriers that are subject to an operating ban with the EU Community.

#### **24. DISCLAIMER REGARDING AUDIO/VIDEO RECORDING OF PILGRIMS**

During our trip; photography, video and audio recording will occur.

By joining our group, you consent to interview(s), photography, audio recording, video recording and its/their release, publication, exhibition, or reproduction to be used for news, web casts, promotional purposes, telecasts, advertising, inclusion on web sites, or for any other purpose(s) that Al-Mustafa Raza Hajj & Umrah Tours Ltd, its vendors, partners, affiliates and/or representatives deems fit to use.

You release Al-Mustafa Raza Hajj & Umrah Tours Ltd, its officers and employees, and each and all persons involved from any liability connected with the taking, recording, digitizing, or publication of interviews, photographs, computer images, video and/or or sound recordings.

By joining our group, you waive all rights you may have to any claims for payment or royalties in connection with any exhibition, streaming, web-casting, televising, or other publication of these materials, regardless of the purpose or sponsoring of such exhibiting, broadcasting, web-casting or other publication irrespective of whether a fee for admission or sponsorship is charged. You also waive any right to inspect or approve any photo, video, or audio recording taken by Al-Mustafa Raza Hajj & Umrah Tours Ltd or the person or entity designated to do so by Al-Mustafa Raza Hajj & Umrah Tours Ltd. You have been fully informed of your consent, waiver of liability, and release before joining our group.