

TERMS & CONDITIONS

All the flights and flight-inclusive holidays on this website are financially protected by the ATOL scheme. When you pay you will be supplied with an ATOL Certificate. Please ask for it and check to ensure that everything you booked (flights, hotels and other services) is listed on it. Please see our booking conditions for further information or for more information about financial protection and the ATOL Certificate go to:

www.atol.org.uk/ATOLCertificate.

Your Financial Protection

When you buy an ATOL protected flight or 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.

OUR AGREEMENT WITH YOU

1.1 We are Sadat Travel Limited, we are registered at companies house with registered number 5544474 and our registered address is 112a Whalley New Road, Blackburn, BB16LD.

1.2 The contractual terms of this Agreement apply between you and us because you have chosen a Package with us which is a 'package' within the meaning of The Package Travel, Package Holidays and Package Tours Regulations 1992 and will enjoy the benefits conferred by it.

1.3 The terms and conditions in this Agreement do not affect your statutory rights.

2. Pilgrimage

2.1 Pilgrimage, whether Hajj or Umrah (referred to in this Agreement as the Pilgrimage) is physically very demanding.

2.2 It is important to stress that the Pilgrimage is not a holiday. During this journey the unexpected is often the norm. Despite our careful planning and organisation, hotels, transport and public services are all pushed to their limits particularly during the Hajj season.

2.3 You are responsible for the performance of your Hajj & Umrah. You must ensure that you are fully aware of the rituals of Hajj & Umrah and how to perform them.

2.4 We stress you're responsible for the performance of your Hajj & Umrah. You must ensure that you are fully aware of the rituals of Hajj & Umrah and how to perform them.

3. Important Information

3.1 You are required by the Saudi Ministry of Hajj to be vaccinated with "quadrivalent meningococcal" vaccine and visas will not be issued without a valid certificate for this vaccine. You must ensure that you have fully complied with any pilgrimage health requirements for visa purposes.

4. Cost

4.1 We will provide the services listed and in return you will pay the quoted amount for each person. Payment to be made up of a deposit of £500, on signature of this contract and the balance is payable a minimum of 30 days prior to departure.

5. Deposit

5.1 When we receive your completed booking form accompanied by a £500 deposit we will send you or (if you are booking through an agent) your agent a confirmation invoice within 7 working days.

5.2 There will be no contract between us until the confirmation invoice has been sent to you or your agent and it acts as our acceptance of the booking in accordance with the contract outlined in this agreement.

5.3 The confirmation invoice will confirm your arrangements and your protection under our Air Travel Organiser's Licence number 9918. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information visit the ATOL website at www.atol.org.uk.

Balance

5.4 If you are going on Hajj, any balance you owe us must be paid at least 8 weeks before departure (Hajj only).

6. Five Days of Hajj

6.1 Accommodation in Mina will be provided in the allocated tents.

6.2 Food will be provided.

6.3 Qurbani will be included within the package.

7. Your Travel Booking

7.1 Whether you book alone or as a group, we will only deal with the lead booking name in all subsequent correspondence, including changes, amendments and cancellations. You must be 18 years old at the time of booking and possess the legal capacity and authority to book as the lead name and travel on holidays with us and take up the offers advertised by us if they are still available. You are responsible for ensuring the accuracy of the personal details or any other information supplied in respect of yourself and any other person 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.

7.2 In addition, as the Pilgrimage includes a flight, you are also responsible for:

7.2.1 notifying us prior to the time of booking of any personal circumstances and needs pertaining to a person included in the booking including, without limitation, whether any such person is not self reliant or is a person with mobility - for example if you, or a member of your party, have difficulty in walking 500 meters; and

7.2.2 notifying us at any time from the time of booking until 48 hours prior to the flight's departure by calling us if any person travelling on the booking has ceased to be self reliant or a person with reduced mobility or if a person previously reported to be with reduced mobility or as not being self reliant does no longer fall into either category.

7.3 If any detail on the Confirmation Invoice is not correct tell us immediately. If there is an obvious error on the Confirmation Invoice we reserve the right to correct it as soon as we become aware of it, but we will do this within 7 days of issuing the Confirmation Invoice or, if your departure is within 7 days, no later than 24 hours before you go.

8. Important note – events beyond our control

8.1 The nature of pilgrimage is such that during your pilgrimage there are likely be times when there will be long delays, mostly at airports, passport offices and during coach transfers due to the number of pilgrims in Saudi Arabia. The Saudi authorities do try their best to process pilgrims as soon as possible. There are also likely to be delays at official Saudi passport offices where checks regularly occur. These are Events Beyond Our Control.

8.2 Due to the large number of pilgrims in a small congested area, the crowds can be overwhelming. Major traffic congestion can cause long delays. Journeys, whilst in pilgrimage, can be very frustrating and unpredictable. These are also Events Beyond Our Control.

8.3 Events Beyond Our Control also include: war, threat of war, riots, civil disturbances, terrorist activity, industrial disputes, natural and nuclear disasters, fire, epidemics, health risks, technical problems with transport including changes due to rescheduling or cancellation of flights by an airline or alteration of the airline or aircraft type for reasons beyond our control or that of our suppliers; closed or congested airports or ports, hurricanes and other actual or potential severe weather conditions, and any other similar events.

8.4 By accepting these terms and conditions you accept that variations to the itinerary and delays will occur during the course of the Pilgrimage.

9. Your Welfare

9.1 In order to complete the rites of Pilgrimage it is necessary that all pilgrims are fit and able to walk for long distances. If you are not able to do so, you should make appropriate provision including for example a wheelchair. You should also allocate and be accompanied by an individual, who will consent to looking after your welfare whilst performing the Pilgrimage. Please notify us of any individual you have appointed in order that we can confirm that they are authorised by you to look after your welfare.

10. Insurance

10.1 It is a condition of your booking with us that you and all other members of your party are adequately insured. Any person who is under 18 years old must be accompanied by an adult on his or her journey. **We will not provide travel insurance and are under no obligation to provide or ensure that insurance is in place.**

11. Variations

11.1 We may not be able to confirm some of our ground arrangements straight away (e.g. bespoke accommodation, etc). In these instances we may issue a Confirmation Invoice. However, a contract for

arrangements that have not been confirmed on that invoice will only be made when we have sent you written confirmation that those additional arrangements have been completed. If there is any change to any of the details discussed at the time of booking, before the Confirmation Invoice is issued, we will notify you promptly of any new or changed details, including a change to the total price (if any).

12. Agents

12.1 Any money paid by the customer to any agent under or in contemplation of the contract will be held on our behalf.

13. Cancellation

13.1 If you do not pay the balance in accordance with the terms of this Agreement we may cancel your Pilgrimage. You will be liable for cancellation charges. These are calculated in accordance with the section on cancellation charges.

13.2 We may cancel your Pilgrimage if, for example, there are not enough people booked or you do not pay the balance on time.

13.3 We reserve the right to cancel your holiday in any circumstances but if we cancel your holiday you can either have a refund or accept a replacement holiday from us of equivalent or closely similar standard and price (if one is available).

14. Denied boarding, Delays and Cancellation of flights

14.1 In February 2005 a new Europe-wide law relating to denied boarding, delays and cancellation of flights came into force. This law granted rights to passengers including in certain circumstances the right to cancel their flight and receive reimbursement of the cost of the flight from their airline. Full details of these rights is publicised at EU airports and is also available from affected airlines. However, you should note that reimbursement of the cost of a flight that forms part of your holiday is the responsibility of your holiday airline and will not automatically entitle you to reimbursement of the cost of your holiday from us.

15. Changes to Your Booking Details

15.1 As Pilgrimages are organised months in advance we sometimes need to make changes. We reserve the right to do this at any time. We will let you or your travel agent know about any important changes when you book. If you have already booked, we will let you know as soon as we can, if there is time before your departure.

15.2 Flight timings shown by us are for guidance only and may change. Your Confirmation Invoice will show the latest planned timings.

16. Major Changes

16.1 Occasionally, we have to make major changes to the flight or accommodation. If we tell you about any of these changes after we have confirmed your holiday booking, you may either:

- accept the new arrangements offered by us; or
- accept a replacement pilgrimage from us of equivalent or closely similar standard and price. The terms and conditions of your holiday will not change and these conditions will still apply to any revised booking; or
- cancel your holiday with us and receive a full refund of all monies paid.

16.2 We will always refund the difference in price if the replacement holiday is of a lower standard and price.

16.3 If any major change indicated above is not acceptable to you, you can cancel your holiday booking. In this case, we will refund all the money you have paid us and will pay you compensation, as shown above, depending on how many days before your holiday we tell you about this change unless the change is for reasons beyond our control (see 'Important note - events beyond our control'). This standard payment will not affect your statutory or other legal rights.

17. Behaviour

You must not behave in a way which causes distress, injury or annoyance to others or create the risk of danger or damage to property. If you do so, you may be evicted from your accommodation and therefore we have no liability to you. If we or any Captain of the flight or Saudi official believes, that you could be disruptive or that you are suffering from a contagious disease, we can also refuse to let you proceed with your travel arrangements or restrict your movements on board or disembark you from an aircraft. We reserve the right to treat your booking as cancelled and you will have to pay full cancellation charges (see section on Cancellations). In circumstances where you have been disruptive or have used threatening behaviour or act in any way which prevents you from boarding a flight we may make a claim against you for any costs and expenses incurred as a result.

18. Cancellations

18.1 Should you or any other part of your party be forced to cancel your booking once it is accepted, a valid cancellation can only be made if you give written instruction us. The instruction must be signed by the person who signed the booking form. If you cancel, a cancellation charge will apply. Once we receive your notice of cancellation you should expect to receive a Cancellation Invoice within 14 days. If you do not then please contact us. To cover the cost of processing your cancellation and to compensate us for the risk that we may not be able to resell your travel arrangements, we make a cancellation charge on the scale shown below. The size of the charge depends on when we receive your notification– the more notice you give, the less we will charge. If you are travelling on a scheduled flight, we cannot give you any refund until we have received your old travel documents, including tickets. Please return them to us immediately.

18.2 Cancellation charges

These charges are based on how many days before your booked departure we receive your cancellation notice. These charges are a percentage of the total cost of your booking, not including your insurance premium.

Period before departure within notice of cancellation is received.	% of total booking price.
56 days or more	Loss of deposit
55-36 days	70%
35-22 days	90%
21-0 days	100%

19. Governing Law

You agree that all matters that arise between you and us will be governed by English law. It is also conditional on your agreement that any dispute that arises between you and us will be subject to the exclusive jurisdiction of the Courts of England and Wales.

Medical Advice

We strongly advise that pilgrims seek medical advice and clearance from a GP before booking, particularly the elderly. You should also take precautions when travelling with a baby or whilst pregnant.

Arrange to see your GP or health expert at least a month before you travel. You may need extra time for a full set of jabs, for instance, or getting extra supplies of a medicine. Ask your doctor about:

- **Getting a general check-up before you travel**
- **Prescribing enough medicine, such as insulin, heart or blood pressure pills, for the trip**
- **Which travel jabs and antimalarials are safe for you, if you need them**
- **How heat, humidity or cold weather may affect your health on holiday**
- **When to take regular daily medications if you cross a time zone**
- **Whether a medicine will make you less tolerant to heat, sun or humidity abroad**
- **How travel medications may affect an existing condition from which you suffer**
- **Your blood group in case of emergency**
- **Producing a letter listing any conditions from which you suffer**
- **Whether you should take an aspirin before a flight to lower the chance of blood clots**

Diabetes If you have a severe form of diabetes and need to use insulin several times daily, remember to carry supplies in a cool pack and keep syringes in a separate, sealable container. Talk to your GP or health expert about travelling with the condition.

By accepting this Agreement you confirm that you have taken all reasonable and necessary precautions to ensure that you are capable of performing the Pilgrimage.

HAJJ TERMS & CONDITIONS

1. INTERPRETATION

1.1 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 8. “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. “We/us”: **SADAT TRAVEL LTD.** 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). “You/your”: includes you and all persons travelling on the Booking Form.

2. OUR CONTRACT WITH YOU

2.1

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

(b) Please ensure that you read these Terms carefully, and check that the details on the Booking Form and in these Terms are complete and accurate, before you sign the Booking Form. If you think that there is a mistake, please contact us to discuss, and please make sure that you ask us to confirm any changes in writing to avoid any confusion between you and us.

(c) We consider that these Terms and the Booking Form constitute the whole agreement between you and us.

2.2 Any samples, drawings or advertising we issue, and any descriptions or illustrations contained in our 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.

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

2.4 The Booking Form is an offer by you to enter into a binding contract with us, which we are free to accept or decline at our absolute discretion.

2.5 These Terms shall become binding on you and us when:

(a) we issue you with written acceptance of a Booking Form; or

(b) we notify you that we are able to provide the Services,

whichever is the earlier, at which point a contract shall come into existence between us.

2.6 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.

2.7 We have the right to revise and amend these Terms from time to time. You will be subject to the policies and terms in force at the time that you complete the Booking Form, unless any change to those policies or these Terms is required by law or government or regulatory authority in which case it will apply to any order which you have previously placed with us and that we have not yet fulfilled.

3. QUALITY OF SERVICES

3.1 Unless we are prevented from doing so by a Force Majeure Event, we will provide Services which:

(a) conform in all material respects with their description;

(b) are carried out with reasonable care and skill;

(c) are fit for any purpose we say the Services are fit for, or for any purpose for which you use the Services and about which you have informed us, or we could reasonably expect you to use the Services;

(d) are free from material defects in design, material and workmanship; and

(e) comply with all applicable statutory and regulatory requirements for supplying the Services in the United Kingdom.

3.2 This warranty is in addition to your legal rights in relation to Services which are not carried out with reasonable skill and care or which otherwise do not conform with these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

3.3 These Terms apply to any replacement Services we supply to you in the unlikely event that the original Services do not conform with these Terms.

3.4 Whether you book alone or as a group, we will only deal with the lead booking name in all subsequent correspondence, including changes, amendments and cancellation. You must be 18 years old at the time of booking and possess the legal capacity and authority to book as the lead name and travel with us. You are responsible for ensuring the accuracy of the personal details or any other information supplied in respect of yourself any other person 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.

3.5 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.

3.6 It is a condition of your order with us that you and all other members of your party, including infants and children, are adequately insured whilst travelling. 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. Please note that the rules governing the qualification of a mahram are implemented by the Ministry of Hajj and are readily available on request.

3.7 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") and accept that the supply of such Third Party Services is outside of our control. We will use our reasonable endeavours to ensure that these Third Party Services are provided in accordance with clause 3.1, but you acknowledge that we cannot guarantee this will happen. 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 Arabian Hajj Ministry.

4. PROVISION OF SERVICES

4.1 We will supply the Services to you from the date set out in the Booking Form.

4.2 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.

4.3 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.

4.4 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.

4.5 We reserve the right to refuse to accept you as a customer or continue dealing with you if your behaviour is disruptive or affects other travellers or is threatening or abusive towards our staff or agents in the UK or abroad. If this happens overseas then you will become responsible for your own return home and criminal proceedings may also be instigated.

4.6 We may introduce you to reputable third party suppliers of excursions or other services. If you choose to enter into a contract for the provision of such services, your contract will be with that supplier directly and we act only in the capacity of an agent, and therefore would have no liability for the proper performance of that contract.

5. DEFECTIVE SERVICES

5.1 If you have a complaint about your arrangements whilst away, you must immediately notify the supplier of the service in questions locally. 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 complain on your return.

5.2 The Package Travel, Package Holidays and Package Tours Regulations 1992 require us to provide security for the monies that you pay for the package holidays booked from us and for your repatriation in the event of our insolvency. We provide this security by way of an ATOL 9918 administered by the Civil Aviation Authority.

6. PRICE AND PAYMENT

6.1 The price of the Services will be as set out in the Booking Form. Prices are liable to change at any time, but price changes will not affect Booking Forms that we have confirmed in writing. These prices include VAT.

6.2 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), we may charge you a loss charge, which equates to £10 per member of your party per day for the purposes of these Terms. This loss charge shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us the loss charge together with the overdue amount.

6.3 Without limiting any other remedies or rights that we may have, if you do not pay us on time, we may cancel or suspend our performance of the Services or any other outstanding order in your name until you have paid the outstanding amounts.

6.1 CREDIT CARD FEES

Payment by credit card will incur a 2% surcharge. Payment by American Express will incur 2% surcharge. The maximum charge will be £95 per transaction. There is no charge for debit cards.

7. OUR LIABILITY TO YOU

7.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of the Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into this contract.

7.2 We do not exclude or limit in any way our liability for:

- (a) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- (d) breach of the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples);
- (e) defective products under the Consumer Protection Act 1987.

8. EVENTS OUTSIDE OUR CONTROL

8.1 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").

8.2 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:

- (a) strikes, lock-outs or other industrial action; or
- (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; or
- (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; or
- (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; or
- (e) impossibility of the use of public or private telecommunications networks.

8.3 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.

9. TERMINATION

9.1 We may terminate the arrangement between us at any time by providing you with 30 calendar days' prior notice in writing.

9.2 Termination will not affect either party's outstanding rights or duties, including our right to recover from you any money you owe us under these Terms

10. TRANSFER OF RIGHTS AND OBLIGATIONS

10.1 We may transfer our rights and obligations under these Terms to another organisation, but this will not affect your rights or our obligations under these Terms.

10.2 You may transfer your rights and obligations under these Terms to any person.

11. 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 post to SADAT TRAVEL Ltd at, 112a Whalley New Road, Blackburn, BB16LD and/or www.sadathajjandumrah.com . 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 post to the address you provide to us in the Booking Form.

12. 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.

13. GENERAL

13.1 If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

13.2 If we fail, at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.

13.3 A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

13.4 These Terms shall be governed by English law and you and we both agree to the non-exclusive jurisdiction of the English courts.