

BOOKING CONDITIONS

Your contract is with HAJ & UMRA TRAVEL LIMITED ("Haj & Umra Travel") whose registered office is 308 Elgin Avenue, London W9 1JU. Haj & Umra Travel is fully bonded by the Civil Aviation Authority under Air Travel Organisers Licence number 3449 to protect your payments and repatriation. Below are details of your and our obligations under these booking conditions. Please read them carefully. All pilgrimages are sold subject to the following conditions.

Your Obligation To Us

1. Your Booking

To make a booking, please contact Haj & Umra Travel to discuss your requirements and check availability. Your contract will be made once you have paid a deposit and Haj & Umra's confirmation invoice has been sent to you. When you make a booking you guarantee that you have the authority to accept on behalf of all members of your party the terms of these booking conditions.

You must check Haj & Umra Travel's confirmation carefully and raise any queries with Haj & Umra Travel immediately upon receipt. Your contract with Haj & Umra Travel is governed by English law and is subject to the jurisdiction of the English Courts and is deemed to have been made at Haj & Umra Travel's offices in London.

2. Your Pilgrimage Payment

Full payment must be made to Haj & Umra Travel at least 10 weeks prior to departure. Payment may be made by bank transfer, cheque (provided there is time to clear a cheque) or by any major credit card acceptable to us. Please note your booking may be cancelled if you fail to make full payment on time and if it is, cancellation charges as set out in paragraph 4 below will be payable by you.

3. If You Alter Your Booking

If you wish to alter any arrangements after we have sent you our confirmation invoice we will do our best to arrange this. You must write to us with details of the alterations requested. Any alterations will be subject to availability plus agreement by the relevant supplier(s) and there will be an administration charge of £25 per person together with any communication charges or other expenses incurred by Haj & Umra Travel.

In many cases a transfer or name change will mean the cancellation and re-booking of flights or hotels and a significant additional charge may arise. This charge could be as much as the full pilgrimage cost. You should be aware that these costs may increase

the closer to the departure the changes are made by you. If you change the number of people in your party the price will be recalculated to the new party size. This may mean that accommodation is under-occupied and the other members of the party may have to pay an increased price.

4. **If You Cancel Your Pilgrimage**

Should you wish to cancel your booking, the person who made the booking must notify Haj & Umra Travel in writing as soon as possible. The following charges will apply from the date on which written notification is received by Haj & Umra Travel:-

| Days prior to departure date written advice of cancellation received | Charge |
|---|------------------------------------|
| More than 70 | loss of deposit |
| 70-22 | 60% per person of pilgrimage cost |
| 21-15 | 80% per person of pilgrimage cost |
| 14-0 | 100% per person of pilgrimage cost |

The figures are expressed as percentages of the total price excluding insurance premiums and administration charges which are forfeited in full.

If you have to cancel for a reason covered by your insurance policy and follow the procedure laid down by the insurers, you should be able to reclaim the cancellation charges subject to any policy excess.

5. **If You Have a Complaint**

If you have cause for complaint whilst on your pilgrimage, this must be brought to the attention of the Haj & Umra Travel's local appointed representative/agent or the hotel management or other supplier immediately so that action can be taken to remedy the problem. Should your representative/agent or the hotel management be unable to resolve the problem, please contact Haj & Umra Travel in the UK immediately. If the problem is still unresolved, you should record your complaints on a client comment form available on request, which you should forward, together with full details of your complaint, to Haj & Umra Travel within 28 days of the end of the pilgrimage.

If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were on pilgrimage and this will affect your rights under this contract.

Our Obligation To You

6. Our Commitment To You For Your Pilgrimage Arrangements

- (a) When you make a booking with us you acknowledge there is an element of risk associated with pilgrimages generally, particularly in Saudi Arabia for the Hajj. These include overcrowding in hotels and 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.
- (b) Our air holidays and flights are ATOL protected. 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.
- (c) Subject to (d) and (e) below, if any member of your party is killed or injured as a result of an element forming part of your arrangements booked before departure from the UK, we will accept responsibility if the death or injury is due to a fault on our part or the part of our agents or suppliers. If any part of your arrangements booked before your departure from the UK is not as described in the brochure, or not of a reasonable standard, we will accept responsibility if this is due to a fault on our part or that of our agents or suppliers. We do not accept responsibility if any death, personal injury or failure of your pilgrimage arrangements is not caused by any fault of ours, or our agents or suppliers, and is caused by you or someone not connected with your arrangements. We do not accept responsibility if the death, personal injury or failure of the arrangements, is due to unforeseen circumstances which, even with all due care, we, or our agents or suppliers, could not have anticipated or avoided.
- (d) If you or any member in your party is killed, injured (or becomes ill) as a result of transport by aircraft, ship, train or coach, our liability to pay compensation and/or the amount of compensation we will pay is limited in line with the Warsaw & Montreal Conventions (applies to transport by air), the Athens Convention (applies to transport by ship), the Berne Convention (applies to transport by rail) and the Geneva Convention (applies to transport by road). The terms of these conventions are incorporated into and form part of your

contract with us. You can get copies of the relevant convention if you ask us for them. You should also note that these conventions may limit or remove the carrier's liability to you and the amount which the carrier has to pay to you. You should also note that the carrier will rely upon its "conditions of carriage" which may limit or remove the carrier's liability to you and limit compensation under international conventions.

- (e) If we make any payment to you or member of your party for death, personal injury or illness, you must give us or our insurers the rights you may have to take action against the person or organisation responsible for causing the death or personal injury or illness and you must co-operate fully with us in seeking recovery of any payment made.

7. **Prices**

Haj & Umra Travel reserves the right to change its prices at any time before you book. If we do, you will be told of the revised price applicable to your booking before you commit yourself. Thereafter the price of your travel arrangements is subject to surcharges on the following items for increases in: transportation costs e.g. fuel, scheduled air fares and other airline surcharges which are part of the contract between airlines (and their agents) and us, security charges, government action such as increases in VAT or any other government imposed increases, currency in relation to exchange rate variations. In the case of any small variation, an amount equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges, will be absorbed or retained. For larger variations the 2% will still be absorbed for increases but not retained from refunds. If this means paying more than 10% of the pilgrimage price, you will be entitled to cancel your pilgrimage with a full refund of all money paid (exclusive of insurance premiums, amendment charges and visa charges). Should you decide to cancel because of this, you must exercise your right to do so within 14 days of the issue date printed on the invoice. Whether you cancel or not you will also be entitled, on the terms set out in respect of major changes in paragraph 8 below to accept an offer of alternative travel arrangements from us if we are able to do so and compensation as set out in these terms. Please note that in the event of the government or other regulatory body imposing a levy in order to provide additional protection we reserve the right to pass this on in full and it will not be subject to the surcharge requirements.

Alternatively you may choose to pay for your pilgrimage in full at the time of booking in which case Haj & Umra Travel will fix the price and you must return the confirmation invoice to Haj & Umra Travel with full payment to reach us within 7 days of the date when the confirmation was first posted to you. In these circumstances no surcharges will be made.

We are not obliged to provide you with a breakdown of your pilgrimage cost since this would involve disclosing confidential financial information, which we are not prepared to provide.

8. **If Haj & Umra Travel Alters Your Confirmed Booking**

Whilst everything will be done to provide the pilgrimage as confirmed to you, Haj & Umra Travel may occasionally have to change your arrangements or part of them. Haj & Umra Travel reserves the right to do so. Most alterations are minor and should not affect the overall enjoyment of your pilgrimage. In the case of minor alterations, we will do our best to notify you before departure.

If Haj & Umra Travel have to make significant alterations to your arrangements, we will notify you as quickly as possible. Significant alterations include:-

- (a) A change of airport (except between airports serving the same city);
- (b) The outward or return flight is rescheduled by more than 24 hours. You may then:
 - (i) Accept the change and the contract will be varied to incorporate the change; or
 - (ii) Take a comparable alternative pilgrimage subject to availability; or
 - (iii) Withdraw from the booking completely in which case Haj & Umra Travel will make a full refund of all monies paid by you. In addition, Haj & Umra Travel will pay compensation of £15 per person.

As factors affecting flights stopping at an airport en route are not normally known in time for notification, such alteration is not regarded as a significant change and neither are changes in carrier or aircraft type.

Haj & Umra Travel is not liable to pay compensation where the change is by reason of unusual and unforeseeable circumstances beyond Haj & Umra Travel's control and which could not have been avoided by the exercise of all due care. These include, but are not limited to, war, threat of war, riot, civil strife, terrorist activity (actual or threatened), industrial dispute, technical problems with transport, machinery or equipment, power failure, natural or nuclear disaster, fire, epidemic, flood, drought, unavoidable technical problems with transport, and adverse weather conditions. Haj & Umra Travel is also not liable to pay compensation where the change is by reason of low bookings, which applies where an insufficient number of people book a pilgrimage

for it to be financially viable. All group pilgrimages require a minimum number of bookings before they will operate.

No liability is accepted for delays to flights to or from the United Kingdom or for any cancellation of flights. We are also not liable to pay compensation where rail, road and other departure times are supplied by carriers since they are subject to traffic control, passenger check in times, weather conditions and the need for regular maintenance. You should consider making a claim under your travel insurance policy.

9. **If Haj & Umra Travel Cancels Your Pilgrimage**

Cancellation may be necessary in exceptional circumstances and Haj & Umra Travel reserves the right in its absolute discretion to cancel your pilgrimage. If this occurs you will be offered the choice of an alternative pilgrimage of comparable standard (if available) or full and prompt refund of all monies you have paid together with compensation of £15 per person. Haj & Umra Travel will cancel your pilgrimage if you fail to make any payment by the due date and will not be liable to pay you any compensation.

We may have to cancel your pilgrimage as a result of low bookings, as defined in paragraph 8. In these circumstances, you will receive a full and prompt refund of all monies you have paid. You will not be paid any compensation in these circumstances. Where your pilgrimage is cancelled because of circumstances outside our control, we are not liable to pay any compensation. Circumstances outside our control include but are not limited to those set out in paragraph 8 above.

10. **Behaviour**

If in our reasonable opinion or in the reasonable opinion of any airline pilot, hotel manager, tour leader or other person in authority, your behaviour is causing danger, damage to property or persistently affecting the enjoyment of others, we reserve the right to terminate your pilgrimage. Should this happen no refund or compensation would be paid. If your behaviour results in Haj & Umra Travel being forced to pay additional charges, Haj & Umra Travel will seek to recover them in full from you.

11. **Data Protection Privacy Policy**

Information about you and members of your party, including your names, contact details and any special needs, disabilities or dietary requirements is collected by us when you request information or make a booking with us. You are responsible for ensuring that other members of your party are aware of our booking conditions and this privacy policy and that they consent to you acting on their behalf in your dealings with us. We may disclose this information to our service providers (who may be located

outside the UK/EU) for the purpose of providing you with your travel arrangements and insurance. Only information necessary for this purpose will be disclosed to them. In the case of air travel, it may be mandatory for us to disclose information for security and anti-terrorism purposes, and any other purpose imposed on us by governments or airlines.

We may disclose your information to companies who act as data processors on our behalf. Some information, for example relating to your religion or health, may be "sensitive personal data" within the meaning of the Data Protection Act 1998. We need this information to cater for your needs, but it is collected on condition that we have your positive consent. If you do not agree to our use of your information, we cannot accept your booking. By making a booking with us, you agree to allow your insurers, their agents and medical staff to disclose relevant information to us in circumstances where we may need to act in the interests of everyone in the group with whom you are travelling. For example, if you contract an infectious illness whilst on pilgrimage, we may need to make special arrangements for you and ensure that you do not return with the group immediately.

From time to time we may contact you by post with information about special offers or pilgrimages. If you do not wish to receive such information, please notify us. You have the right to ask us in writing for a data subject access request form to obtain a copy of the information, which we hold about you. You will be charged a fee for this. Any request should be addressed to the Company Secretary, Haj & Umra Travel Limited.

General Information and Safety Issues

- 12.1 Please check your tickets, vaccination certificates, accommodation vouchers, passport, visa or anything else which might prevent you from being allowed to travel. You must notify your travel agent or Haj & Umra Travel immediately if you think any information is incorrect. Haj & Umra Travel will not be responsible for any problems, which may arise in the event that you failed to notify us.
- 12.2 You must make sure that your passport is valid for at least six months after the date your pilgrimage ends.
- 12.3 You should take out travel insurance for your trip. We would recommend this in all circumstances.
- 12.4 Our visa application service allows us to apply, on your behalf, for visas to Saudi Arabia. We are unable to guarantee the granting of any visa and consequently accept no liability whatsoever for any refusal or delay in obtaining a visa. We reserve the right to claim any associated costs incurred as a result of the delay or refusal.

- 12.5 You should also ensure that you comply with all travel health requirements, such as vaccinations and are advised to contact your medical practitioner in good time before you travel.
- 12.6 Please ensure that you understand and are aware of the rituals of your pilgrimage and how to perform them.
- 12.7 You should be aware that during peak season, particularly the Hajj period, because of the huge numbers of people on pilgrimages and the problems of overcrowding, your planned Ziyarat may sometimes have to be changed or your room facilities or furniture may be different. Haj & Umra Travel are unable to prevent this from occurring on occasion and accept no liability for this.
- 12.8 Particularly at the time of the Hajj, flights and destination airports can sometimes be altered at the last minute. Haj & Umra Travel have no control over this and you should be aware that this could happen with your booking.
- 12.9 Saudi Arabia is not subject to the same health and safety regulations that exist in the UK, the USA and Europe. In many areas, the operation of certain amenities and facilities may be subject to local licensing laws or religious pilgrimage. Maintenance and local energy conservation measures may mean that the hotel or apartment limits certain facilities, e.g. air conditioning or water supplies. In addition, unusual weather conditions may cause electricity failure. Haj & Umra Travel will not be liable for any damage or losses arising from this. In most cases this leads to a richer experience but you should be aware that accommodation in apartments and hotels is provided on a shared basis (unless appropriate supplements have been paid and this is stated on your confirmation invoice). All information about the hotels has been provided by those hotels and may not have been verified by Haj & Umra Travel. All hotel rooms have private bathrooms but you should be aware that the sizes of the rooms are usually smaller than those in the UK, the USA and Europe.

The star rating of the hotels has been devised by Haj & Umra Travel and indicates the high standard of hotel offered by us. The meals provided are on a self service basis in hotels and apartments. You should be aware that the food served is local food and may not vary from day to day.

- 12.10 Check in and flight times are local times based on the 24-hour system. They are for guidance only and may change, especially with regard to the individual country's daylight saving time policy. Your invoice will show the proposed flight details, and your flight tickets will show the actual details. Please check your flight details when you receive your tickets. It is recommended that you check in 3 hours before and a minimum of 2 hours before departure. Your initials and the spelling of your name must be identical on your ticket and in your passport.

"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."

"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). 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."