



# EDUCATIONAL

**Educational Hajj & Umrah Ltd**

**Hajj 2017**

Information & Agreement Pack

Terms & Conditions Pack



# Educational Hajj & Umrah Ltd - Hajj 2017

## **Contact Details:**

### **Head office**

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## **Educational Hajj and Umrah Ltd – Hajj 2017**

It is highly advised that you read through our terms and conditions before booking with us. The terms and conditions below form the basis of your contract with us. All our packages are sold subjects to the following terms and conditions:

### **Important Numbers in Saudi**

Please note that the mobile numbers below are to be used by you as a pilgrim at time of hardship or at times of emergencies only, etc. The below members of staff are on a regular move and these numbers are not to be used for passing family messages or calls.

**Mr Khalid:** 05061 88152

**Mr Makki:** 0544 418 189

### **International Code:**

If you are calling from UK to Saudi: 00966 + telephone or mobile number **without the first 0** of the mobile or the city code

If you are calling from Saudi to UK: 0044 + telephone or Mobile Number **without the first 0** of the mobile or the city code

### **DEPARTURE POINT & MEETING POINT –**

ALUM ROCK ISLAMIC CENTRE  
401 – 403 ALUM ROCK ROAD  
BIRMINGHAM  
B8 3DT

PLEASE NOTE:

Individuals who are making their own travel arrangements to the airport are requested to meet the main group in front of the Saudi airline desk 4 hours prior to departure. The groups will not wait for any late arrivals and therefore we do not take any responsibility for missed flights.

### **Airline**

Our pilgrims are expected to travel from different airports flying with a variety of different airlines which means that you may travel on either a direct or indirect flight. We normally inform the customers of the flight details as soon as it has been confirmed from the airline. Please contact us for more details near to the date of departure.



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## The Programme

All our passengers are travelling direct to Makkah and performing Umrah prior to Hajj. These pilgrims are reminded to keep their Ihram garments & walking slippers with them in their hand luggage as they will need to change into the state of Ihram while they are on the journey. They can change into the state of Ihram either from Heathrow airport or mid-air in the aircraft at least 2 hours before landing at Jeddah airport.

## PLEASE NOTE:

- Pilgrims are reminded that it is not possible to change the time or the date of their journey back home.
- All pilgrims are reminded to perform their Tawaf ul Wid'a (**Compulsory Tawaf for all pilgrims; men, women, young or old**) before leaving Makkah for their journey home or to Medinah if it is to be after Hajj.
- According to the rules of the Hajj ministry, pilgrims leaving towards Medinah after Hajj will not be allowed to re-enter Makkah for any purpose.
- Our movements in Saudi, i.e. Jeddah to Makkah, Makkah to Medinah, Medinah back to Makkah or to Jeddah air port is restricted by the Hajj ministry and we will not be able to accommodate for any special needs of an individual, a family or a group. We do not arrange for any other than that has been advertised or agreed upon in writing prior to receiving payments.
- Pilgrims will be informed in good time about the date and the time of travelling to Medinah and the Ziyarat. However, the expected itinerary of the journey of all our groups is advertised on our website: <http://www.hajjumrau.com>

## Very Important Points:

- Pilgrims are advised to make their own daily programme of worship i.e. to perform all the prayer in Jamaat, read on daily basis 1-2 Sipara/Juz of Qur'an, perform an X number of Nafal prayer or Tawafs, etc.
- The above mentioned type of programme would help you to ensure if you were doing well enough towards your Hajj journey. Moreover, this would help you to check your daily worship progress.
- Please Note that Tawaf will be very busy 3-5 days before Hajj & another 3-5 days after Hajj, People will NOT be able to perform more than 1-2 Tawaf a day. It is recommended that senior aged pilgrims may not be able to perform more than 1 Tawaf a day.
- Tawaf e Ziyarah or Ifadha is **NOT** included in our Hajj packages, nor will we arrange for any paid transport.

A polite reminder to inform you that due to baggage allowance and the busy schedule, please take care when shopping as this should not be a priority during this religious pilgrimage nor should it distract you from the main aim of your journey.

## Our advice to all our pilgrims

1. Please keep with you the **IDENTITY CARD** that has been provided by 'Educational Hajj and Umrah Ltd' throughout your journey, as it contains important details and contact numbers.
2. We advise you to keep with you at all times the card of the hotel which you are staying in, be it in Makkah or Medinah.
3. Keep some water with you at all times.
4. Arrange to have 1 spoon, 1 plate, 1 tea cup with you at all times.
5. For safekeeping, we recommend that you **DO NOT** keep all your money in one place or bag. If you are travelling with family members, you are advised to share money with all members including ladies and children.

We do not take responsibility for the loss of any money or belongings.



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6. Use the hotel safe (when possible) and keep all extra money or valuables in the safe provided. Make sure you have a witness and obtain a receipt from the hotel.
7. **BE AWARE** that you may be questioned at Jeddah Airport for any literature you may possess.
8. **BE PATIENT AT ALL TIMES**. Expected waiting time at Jeddah Airport on arrival and return can be more than 12 hours.
9. **RESPECT OTHERS AT ALL TIMES - REMEMBER THE MAIN AIM OF YOUR JOURNEY**. Do not treat anybody with disrespect, including employees contracted by us and this will not be tolerated. Any concerns should be raised with either your designated group leader or Shabir Hussain **STRAIGHT AWAY**. If they are not available then they should be informed at the next earliest convenient time.
10. **LISTEN TO THE ADVICE GIVEN BY THE GROUP LEADERS**. If you need any advice on any aspect of Hajj or Umrah, consult your group leaders as they have previous experience and can guide you in the right way.
11. **TRY** to attend all the educational programmes arranged by 'Educational Hajj and Umrah Ltd' as this can give you an insight into the pilgrimage ahead and also we explain matters in details. You will also have the opportunity of ask any further questions you may have.

## **Other services**

- Electric Adaptor** Saudi Arabia uses 2 points electrical switches. Pilgrims are reminded to keep their own international adaptor with them as they will need it during the journey.
- Air line booking** Educational Hajj and Umrah Ltd will arrange or take care of all tickets reconfirmations. We will get in touch with you in this regards and request you to give us the copy of your ticket for reconfirmations
- Baby Cots** Sorry no baby cots or any other special children facilities are provided in Saudi hotels or in Mina, Arafat or any other place.
- Internal Air line booking** As Hajj period is very busy period, we therefore do not cater for tailored or for individuals needs other than that has been advertised and agreed upon in writing prior to receiving payment.
- Credit Cards** Although it may be possible at limited banks to use your visa or credit cards. However, we would not advise you to depend on it, as the cash withdraw lines will be of hours of waiting also subject to the local bank terms and conditions.
- Hospital Services** Hospital services are free of charge for pilgrims. However, not everybody is pleased with the local National Health Services. Should you wish (if need arises) you can be treated privately (at your own cost) in a private hospital. Please note that in most hospitals cash payment is due before admission and they do not depend or wait for Travel Insurance Payment or policy. Please note that transport from and to hospital is chargeable at all times by the group as this does not include in the package.
- Ambulance Services** Ambulance service is provided free of charge in Saudi Arabia, but because the nature of the city and due to busy period of time, the ambulance services is stretched to its limits. In Small cases such as temperature, weakness in body etc, they may not turn up. Generally, they may turn up in major needs and sometimes it could take to more than 2-4 hours of waiting.
- At Emergency** At emergency times such as fire etc, pilgrims are reminded to leave the building using the emergency exits and to leave their belongings in their building/apartment. At time of Fire, pilgrims are reminded to use the stair cases ONLY.
- Medicine Purchase** Medicine can be purchased from the local chemists, in some cases they may not have the similar medicine but they can provide you with an alternative one. Please keep the sample with you to show it to the local chemist. Name of the medicine or its description may not be enough at some times. Please note you will be charged at all Chemists and this is not included as part of the package.
- Doctor on Call** Sorry this service is not possible during Hajj period. However, we normally have many doctors in the group as pilgrims and they are usually happy to help pilgrims free of charge.



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- Lost Property** We take no responsibility for any lost or damaged property, we will try to help you to locate these within our means. However, you will be liable for any cost arising as a result of the search or for its transportation, etc. We therefore, advise you to look after your luggage throughout the journey.
- Luggage service** In accordance to our terms and conditions we take no responsibility for any luggage, pick up, lost or damaged, for more details, please read our terms and conditions.
- Cleaning the room, etc.** **For any help you need with regards to your room** etc, you are requested to contact the hotel receptionist or the house keeping person near the rooms between 10-5pm as they are contracted to change your bed sheet and cleaning your room as well as the toilet/bath areas. It has been noticed due to very busy period of time that you may have to contact the receptionist or house keeper more than once. If the situation does not improve, please let the group leader know about the situation. If still no progress was made, please inform the company director/ staff persons. Please note that bed sheets are normally changed every 2<sup>nd</sup> to 3<sup>rd</sup> day. Cleaning the rooms and toilet area is done on daily bases. **Please note that NO staff is permitted to clean any room unless pilgrims are present in their rooms.**
- Meals in rooms** Free of charge meals may be provided in your room or at another location after Fajar, Zuhur, and Isha prayers. The staffs that are contracted by our cook will leave the meal with your room mates (when you are not in the room. Meals are sometimes cooked out of hotel and brought to hotel 2-3 hours prior to meal time in order to avoid traffic, etc. therefore, you may find meals are not warm enough particularly if you are also late after the prayer times. With regards to Hajj days, the situation could become even more difficult due to number of pilgrims within Mina, Arafat, etc and due to limitation of place within these areas.
- Room key** We advise pilgrims to leave their room key at the hotel reception when going out so that the first person arriving to the hotel can have access to the room. We do NOT recommend that pilgrims take their room key with them to *Haram e sharif* or elsewhere unless you have been provided a key per person as this may lead to someone who is sharing with you to be locked out of the room. There also may be a charge for lost keys.
- Telephone Services** We advise pilgrims to take with them their own mobile phones (unlocked) and purchase the local mobile SIM cards which can be purchased locally. Please ensure that your mobile phone is unlocked otherwise Saudi SIM will not operate/work on your phone. We find this method of communication is best for pilgrims as you can normally make and receive calls at all times and without any problem. Please note that transferring calls in hotels to your room may be possible at some times and not possible at other times.
- Hotel Staff** Saudi Law states that hotels have to employ Saudi citizen as receptionist or staff. In accordance to this, they do not have to speak English, we therefore inform you that you may have some difficulty when communicating with them. Should this be the case, please contact our Urdu/Punjabi speaking staff who can translate into Arabic or help you when needed.
- Visitors in rooms** To ensure the safety of all pilgrims we advise pilgrims not to take any person to your room unless he/she is blood related to you. Please note that No relatives are allowed to spend night in the hotel as it is against the local rules also. It is something which we do not advise/allow pilgrims to do. We advise pilgrims NOT to take local people who you build friendship with (while you are in Makkah or Medinah) to your room as many of them could be thieves, criminals, etc. Should you need to meet any of them, please ask them to remain in the hotel reception and you can meet them anywhere out of hotel.
- Zamzam Cargo** This service was possible until last year but the Saudi government does not allow this service any more. Please note that you may find some local people who would assure you to Cargo Zamzam to your address at some extra charges, but this will not be possible. However, we shall let you know if the law changes in this regards.
- Extra Qurbani** You can contact us about 1-2 weeks before Hajj and we can book for you additional Qurbani at extra cost.
- Beggars** You may come across many different beggars however our recommendation is to avoid giving them a donation for your own safety and well being regardless of their circumstances as some of these may not be necessarily true. You will find them in all types also in all ranks of life, e.g. children, adults, men and women. Please avoid giving them any donations.



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- Shifting** Our pilgrims of Group 3 & 4 will not be shifted to any hotel that is far from Haram such as Aziziyah, etc. However, there may be shifting from one hotel to another nearby hotel for different reason such as building under maintenance etc, but all our pilgrims will remain in the hotels that are nearby Haram and they will have full access to their rooms during the five days of Hajj.
- Telephone in Rooms** Only some rooms/hotels have phones therefore please use your mobile for communications. In addition to this the hotel may charge you for ant additional call made from your room.
- Toilet and shower** **Due to the high value per square foot** in Makkah & Madinah toilet & shower sizes are generally very small. In most cases it is just enough to stand in it. Showers are normally on open area with shower on top
- Smoking** Smoking is NOT permitted in rooms or coaches, please act responsible and think of the feelings of others.
- Laundry Service** Laundry service/shops are available in the area at extra cost per item. Some pilgrims may choose to give their cloth to the staff working in the hotel. Please note that we take no responsibility of any type, it is entirely up to individuals to give their cloth for laundry purposes to whom they wish for cleaning or laundry.
- Saudi Currency** The local currency is the Saudi Riyal and normally the exchange rate is around 6 Saudi Riyal to £1.
- Transport Type** All pilgrims are transported in *Mualim* coaches that are approved by the Hajj ministry only. Hajj ministry would not allow us to use other than their own approved transport to whom we have already made payment on your behalf.
- At Airport** All pilgrims' will have to give finger prints and their photos will be taken at Jeddah airport prior to their entry to Saudi Arabia. The local authority holds the right to return passengers who fail to get clearness at Saudi airport. Please note, NO refund is given to you if you have been rejected entry to Saudi Arabia as we have made all necessary payments to all other parties.
- UK Airport** Pilgrims may get stopped & searched for different reasons at UK airports prior to departure or returning. Please note that we will not be able to help you. If you don't get clearance & you are stopped from travelling, please also note, no refund is given to you
- Room service** As it is the busiest time of the year for Makkah and Madinah hotels, sorry room service such as to purchase for pilgrims drinks, tea, etc is not possible. Pilgrims are expected to purchase their own things.
- Hajj Ministry** Please note that we operate in Saudi Arabia under the guidance, rules and regulations of the Hajj ministry. We are NOT allowed by Saudi law to operate or transport people as we wish or as pilgrims wish.
- Small creatures:** There may be small creatures in hotels or otherwise, this is due to the hot season in Makkah & Madinah. This seems to be happening even in the summer months in the UK or other parts of the world. Should you notice any, please let the staff know so that necessary actions can be taken.
- Toilet Paper:** Toilet paper is not provided during the 5 days of Hajj as all tents and the five days of Hajj are fully controlled by the Hajj Ministry to whom we made payments on your behalf. Please be informed that the Sewage and Toilet pipes of the Hotels of Makkah and Madinah are not designed for the use of toilet paper, therefore rooms that are using toilet paper are normally found blocked toilets. Therefore we advised you to avoid its usage when possible.
- Motorway Services:** Motorway Services in Saudi are poorly built and maintained. Sometimes it is almost impossible to use it. Therefore we advised pilgrims not to eat or drink too much while travelling between cities.
- Travel Insurance:** We **DO NOT** provide travel insurance and it is the customers responsibility to arrange this for their pilgrimage.



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## The Hajj days

\* PLEASE NOTE THAT THESE ARE THE EXPECTED DAYS OF HAJJ AND IT IS SUBJECT TO MOON SIGHTING:

### **7<sup>th</sup> Dhul Hijjah**

The following day (tomorrow, 8<sup>th</sup> **Dhul Hijjah**) will be spent in Mina. Therefore, we will start the hajj journey some time at night of 7<sup>th</sup> Dhul Hijjah, starting from after Isha-Fajar prayer time. The process of shifting pilgrims from Makkah to Mina could last the whole night.

For Mina and the other days of Hajj, please prepare yourself with a sleeping bag, water can of 2 litre, cover sheet for the nights, Mussalla to perform the daily prayers and some dry or long lasting food just in case if the meals are provided later than expected. You are also advised to take with you some pain killers and the important daily medicines if you under any medical conditions as access to medication here is very difficult.

### **8<sup>th</sup> Dhul Hijjah: THE DAY WILL BE SPENT IN MINA**

In Mina, There is enough hot & cold water, and the number of the toilets is better than Arafat & Muzdalifah (approximately 30 toilets for 5000 pilgrims). For every 14 pilgrims, only one tent is to be provided by the Hajj ministry which will be 4mX4m, (we have already made the payment on your behalf). Mina tents will be air-conditioned and carpeted. For security reasons, and to perform the daily prayers/Salah in Jamat, we will open up all tents to each other, so that it can become like one big Hall.

Note: All pilgrims even if they booked separate room in Makkah or Madinah would be required to share during the five days of Hajj. Men to share tents with other men and ladies to share tents with ladies.

### **9<sup>th</sup> Dhul Hijjah: THE DAY WILL BE SPENT IN ARAFAT**

This is the day of Hajj. The person who is not present in Arafat, he/she has missed the reward of Hajj. This is the main and the most important day in the entire journey. Pilgrims will perform Zuhr & Asar prayer in Arafat. All pilgrims are advised to spend the day asking Allah's forgiveness, assistance and reward etc.

In Arafat the facilities will not be as good as it was in Mina. i.e. Fans will not be provided and the tents will be non air-conditioned, the number of toilets will be less than was in Mina. Please DO NOT panic as you are there for 10-12 hours only. The situation will be improved after the sunset, as pilgrims will start getting ready for their journey towards Muzdalifa.

Pilgrims will start their journey for Muzdalifa approximately at any time after the sunset and midnight. This night is expected to be cold and other facilities such as toilets will be even more limited than Arafat.

Note: Services during the five days of Hajj are poorly equipped and maintained due to large number of people confined in a small area. Sometimes it is almost impossible to use it. Therefore we advised pilgrims not to eat or drink too much during the five days of Hajj.

### **9<sup>th</sup> Dhul Hijjah: THE NIGHT WILL BE SPENT IN MUZDAILFAH.**

In Muzdalifah, the facilities are very limited. We strongly recommend that you take some water along with you from Arafat for drinking and Wudu purposes. There will be neither tents nor carpets in Muzdalifa. Pilgrims may use their sleeping bags or the *Musalla (prayer mat)* or any garment for resting the few hours before Fajr prayer. After performing Fajr prayer, all Pilgrims will leave for Mina. (Do not panic if you have missed your group), try to make your way for Mina by using the coaches provided at the gate and meet the group in the camp of Mina.

On arrival to Muzdalifah, pilgrims will perform Maghreb & Isha prayer, They will also collect some pebbles to stone the Shaytan for the coming 3 days. Each pilgrim will need at least 49 pebbles; it is advisable to have some extra pebbles. The size of the pebble should not be bigger than a small bean.





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## **10<sup>th</sup> Dhul Hijjah:**

This is the EID and the Qurbani day, pilgrims will start leaving Muzdalifah heading to Mina from after Fajr to Zuhr. If you are leaving Muzdalifah late in the morning, please be careful of the heat. The day is to be spent in Mina/Makkah. However, most part of the night must be spent in any part of Mina. Pilgrims must stone the Big Jamarat (Shaytan) only with 7 pebbles.

## **11<sup>th</sup> Dhul Hijjah:**

The day could be spent in Mina/Makkah. However, the night must be spent in any part of Mina. Pilgrims must stone all the three Jamarat (Shaytans) using 7 pebbles for each Shaytan starting by the small one.

## **12<sup>th</sup> Dhul Hijjah:**

This is the last day of hajj. The day will be spent in Mina/Makkah.

Pilgrims must stone all the three Jamarat (Shaytans) 7 pebbles each, starting from the small one.

All pilgrims must leave Mina before sunset (Maghrib Azaan). If a person remains in Mina after the sunset, he/she will need to spend the full night in Mina and stone the shaytan the following day after Zuhr & then leave Mina.

## **Important Notice:**

Hajj & Umrah can be physically and mentally very challenging. Educational Hajj and Umrah Ltd takes NO responsibility for any pilgrim. As Hajj & Umrah can be very demanding, we therefore advise all our pilgrims not to travel for Hajj or Umrah unless you are fit to do so and able to walk at least for 3-4 miles per day. If any pilgrim does not meet this requirement we advise him/her to take a wheelchair with him/her and an additional person who will be fully responsible for your travelling. We also highly recommend that you must seek medical advice from your GP, etc to re-check if you should embark on a journey such as this.

Please be advised that travelling for Hajj or Umrah cannot be compared to holiday travel. During Hajj & Umrah journey; the unpredicted is frequently the norm, and this journey can be very provoking and irregular. In spite of our careful preparation and organisation, Hajj & Umrah travel can never be settled like a standard holiday or vacation. Hotels, transport, flights and public services are pushed to their limits. This is because approximately 3-4 millions of pilgrims live these days within a small congested area and the crowds can be astonishing. Therefore, expect long delays, unpredicted scenes and atmosphere.

### **A. Booking**

You agree to be responsible for and guarantee payment & responsibility in respect of all persons named on the booking. You also agree to be responsible for the behaviour of all persons travelling with your party. We will correspond directly with you and all documents will be sent to the address that appears on the confirmation of booking. It is your responsibility to ensure that all persons travelling in your party are made aware of the information relevant to the Hajj and Umrah package and that they conduct themselves in an appropriate manner having regard to the sacred nature of the journey.

### **B. Visa applications**

We will organise your visa application and that of any person travelling in your party and named in the confirmation of booking. You will offer us all assistance that we require in obtaining the visa in good time for the date of departure.

### **C. Pilgrimage payment**

Full payment must be made to Educational Hajj and Umrah Ltd at least 4 weeks prior to departure. If the balance is not settled prior to departure, we reserve and right to cancel the booking without notice.

### **D. Amendments and cancellation**

In the unlikely event in which we require to make a substantial change to an element of the package may include a change in the departing or arriving at airports, a change to a lower standard of accommodation or a change in the time of flight departure time by more than 12 hours, we will let you know at the time of booking. Should a substantial change occur after confirmation of booking has been issued we will let you know as soon as confirmation of booking has been issued.





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and you may choose to either except the package with the changes or cancel your journey, where upon we will provide a full refund.

Please note that according to Hajj ministry & Saudi embassy regulations. Hajj & Umrah visa is neither changeable nor refundable in all cases including Health cases. Addition to this, all Hajj tickets are not refundable. Therefore, once the Hajj & Umrah visa and air line ticket is issued no refund is given to us by any party neither we will refund any pilgrim in cases of cancellation, as we would have already made full and final payment to all involved parties.

## **Cancellations:**

Our cancellation charges policy after booking:

1. £300 for any cancellation after handing the personal details and making payment.
2. + £100 - £200 for cancelling ticket, this amount will be paid to ticketing department.
3. + full ticket price if ticket has been printed (if the ticket is refundable we shall re pay when we been paid back by the air line which could take up to 18months in some cases)
4. If Hajj & Umrah visa has been issued and air ticket has been also issued (which is non-changeable or refundable), we shall charge 95% price of the full/total package price , this is because by this time we have sold all the facilities that we have purchased on your behalf weather you use it or otherwise.

## **E. Flights & General Travel**

We cannot accept any liability for any delay in your flight to or from the UK whether the cancellation or delay is caused by adverse weather conditions, re-scheduling of times by the airline, industrial action, and act of God or otherwise.

During Hajj/Umrah there will be times when there will be long delays (this could go for days) mainly at airports or otherwise. Pilgrims are expected to spend on themselves for the entire period. This includes at Hajj & Umrah camps and during coach transfers due to the enormous amount of pilgrims in Saudi Arabia. We do not accept any liability for any such delays.

- You are solely responsible for your travel/health insurance arrangements. We do not offer any travel insurance.
- Educational Hajj and Umrah Ltd is not responsible for excessive luggage, or for any item carried by pilgrims. Pilgrims are completely responsible for their own luggage throughout the journey. This includes air transfers, coach travel etc.
- Educational Hajj and Umrah Ltd will not take any responsibility for safeguarding the property of individuals at any time during the journey nor for any loss or damage of any property.
- For those under medication, please note that medicines can be expensive or unavailable in Saudi Arabia. We advise you to take sufficient supplies to last you the full duration of the Hajj & Umrah journey. We also recommend that you take medication for coughs, colds and painkillers from the UK.
- The tents and transport of Mina and Arafat are provided on a sharing basis. Men will be with men and women will be with women. During the five days of Hajj all pilgrims will share the tents that are provided by the ministry of Hajj to whom we make payment on your behalf. Please note that no Hajj or Umrah company has any control of its location or the quality of services provided within it.
- It is your responsibility to ensure that you and your party are at any meeting points at the relevant time. This applies to check in procedures, outgoing and ingoing flights, any internal transportation and any excursions organised during the package.
- Every pilgrim must make their own private arrangements for receiving their visitors in Saudi Arabia. Visitors will not be permitted to stay at pilgrims hotels during nights, neither meal will be provided to them.
- Educational Hajj and Umrah Ltd will use the Mu'alim coach service wherever provided (full amount of the transport has been paid to the Mu'alim on your behalf). This includes all travelling arrangements in Saudi Arabia apart from ziyarat.
- Transport for Tawaful Ifadah/Ziyarah not included in our packages.
- All pilgrims must ensure that they carry all the documents which will allow them to re-enter the UK, i.e. Entry Visa/British Passports. We will NOT be able to help you to re-enter the UK or any other part of the world, if you do not carry the required documents. ALL pilgrims must ensure that they have obtained the appropriate documentation before the departure from UK, i.e. Entry Visa/passport. Educational Hajj and Umrah Ltd is not responsible for obtaining these documentations for or on behalf of any pilgrim.



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- Every pilgrim will have to stick to the allocated transport (coach) arranged for the journey. Please make a note of your coach number, once it is allocated to you. Do not change your coach, as this will cause difficulty for all the pilgrims.
- The Saudi Border control has the right to refuse any pilgrim entry and should this happen. 'Educational Hajj and Umrah Ltd' will not be able to help you in any way nor will we be able to refund any money as we would have made full payments on your behalf to all other or third parties.
- On entry to Saudi Arabia, the Boarder control will make you to give your finger prints and your photo will be taken for security and other reasons. 'Educational Hajj and Umrah Ltd' will not be able to help you in any way as these are governmental level agreements.

## **F. Our Responsibility**

We escort our pilgrims or groups throughout the journey. The type of service you will receive depends upon the package you select. Our services include some of the following: hotel accommodation, tents in Mina, tents in Arafat, Hajj ministry coaches throughout the journey unless mentioned otherwise in writing, private coaches only for Ziyarat, one Qurbani per person and an educational programme throughout the journey. All of these services come as standard as part of all our packages.

## **G. Travel documentation**

Every pilgrim is responsible to look after his/her own ticket. Please do not attach your ticket to the passport. The passport will be taken off you at Jeddah airport and will be returned to you once you have returned to Jeddah airport having performed Hajj.

## **H. Liability**

When you make booking with us you acknowledge there is an element of risk associated with pilgrimage generally, particularly in Saudi Arabia for the Hajj & Umrah. These include overcrowding in hotels, on all forms of transport and poor management of the 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.

- We shall not be liable for any personal injury. You are solely responsible for your travel/health insurance arrangements. We do not offer any travel/health insurance.
- We shall not be liable for any delay in performing Hajj and Umrah rites or for failure to perform Hajj and Umrah rites in the delay or failure result from circumstances beyond our control.
- Educational Hajj and Umrah Ltd will not take any responsibility for safeguarding the property of individuals at any time during the journey nor for any loss or damage of any property.

## **I. Luggage**

Educational Hajj and Umrah Ltd is not responsible for excessive luggage or for any item carried by pilgrims. Pilgrims are solely responsible for their own luggage throughout the journey. This includes loading and unloading during transfers from point A to point B and to coaches, etc.

For the Amount of Luggage allowed, please check the website of your airline.

## **J. Transport during the Five days of Hajj**

We try to give the seats to Ladies, Elderly and Children. We Request young men or who are able to stand up, to stand up so that we can transfer maximum number of pilgrims possible in short time period of time.

Toilet paper not provided during the 5 days of Hajj.

## **K. Behaviour**

Any behaviour deemed unacceptable can lead us to terminate your journey. We will not tolerate behaviour that is deemed to be leading to distress, damage or cause danger to Educational Hajj and Umrah Ltd employees or other pilgrims. If you are prevented from travelling because any person in authority thinks you are unfit to travel or likely to cause problems; we will not be liable to complete your pilgrimage arrangements and you will not be liable for any refund and or compensation.



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## **L. Complaints**

If you have any problems during your Hajj and Umrah journey then please inform the group leader. If the problem cannot be resolved by the group leader then please contact Mr Shabir Hussain straight away. Do not wait until you get back to the UK to put forward and complaints. We will try our best to resolve any complaints as soon as possible. However, if Shabir too could not help you, please contact us in writing within 28 days of your return. Please include your booking reference and all other relevant information and documentation.

Pilgrims are requested to understand the nature of the journey; this is not a tour or a package in which everything is expected to be perfect or according to a plan. Pilgrims are advised to be mentally prepared for many inconveniences as they will be performing Hajj & Umrah in a small valley which will hold and serve more than 3 millions.

## **M. Legal**

Your contract is with Educational Hajj and Umrah Ltd and any matters arising from it shall be governed by and construed in accordance with English Law. It is subject to the exclusive jurisdiction of the courts of England and Wales.

## **N. Our Commitment**

Educational Hajj and Umrah Ltd has taken all steps to ensure that your Hajj journey is conducted with minimum difficulties and as comfortable as possible. In the event that any difficulty should arise which has not been mentioned above, we will endeavour to correct such difficulty without any delay and with minimal inconvenience.

## **O. Your Financial Protection**

- *When you buy an ATOL protected flight or flight inclusive package 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 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."*

## **Terms and conditions of Booking in details:**

### **1. Definitions and Interpretations**

1.1 In these terms and conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Agreement" means the agreement between us and you, for you and for any persons named on the application form; all are booked in accordance with these terms and conditions as per our advertisement in our brochure, leaflets or on our website. "Booking form" means the form on which booking details are submitted to us, booking form are supplied by us in form of paper copy, PDF format document; to make things easier for pilgrims we may help them by taking all the necessary details over the phone and complete their booking form. "Brochure" means the brochure/leaflet detailing the packages as published by us in respect of the year in which the package is to be taken. "Confirmation of Booking" means our confirmation to you that your booking has been accepted. "Package/Group" means the Hajj/Umrah experience as described in these terms and conditions and our brochures/leaflets or internet. "Us", "We" or "Our" means Educational Hajj and Umrah Ltd whose business head office is at 119 Pershore Road, Edgbaston, Birmingham, B5 7NX (UK)



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“You”, “Your”, “Pilgrims” or “Applicants” means the person(s) who signed or whose name appears on the booking form or the person who accepted to travel with us for either Hajj or Umrah in accordance with Educational Hajj and Umrah Ltd

1.2 Reference to the agreement shall include the terms and conditions and brochure (subject to clause 2.7) as they are amended from time to time in accordance with the terms of these terms and conditions).

1.3 Words importing the singular number include the plural, words importing any particular gender include all other genders and references to persons/pilgrims shall include bodies corporate and unincorporated and (in each case) vice versa.

1.4 Reference to any statute or statutory provision shall be construed as referring to that statute or statutory provision as it may from time to time be amended, modified, extended, re-enacted or replaced and including all subordinate legislation or guidance made under it.

1.5 Any reference to “including” shall mean “including with limitations”.

1.6 Reference to clauses and sub-clauses ate to clauses and sub-clauses to these terms and conditions.

1.7 In the event of any conflict between the terms of these terms and conditions and the brochure/website, the term and condition shall prevail.

## **2. Package details**

### **2.1 Economy Package**

2.1.1 The economy package provides accommodation in 5-7 sharing occupancy in Makkah and 4-7 in Madinah. Pilgrims may choose to upgrade to quad, triple and double occupancy at extra price. If upgrade occupancy room is available this shall be confirmed to you at the time of booking.

2.2 Where you are a single traveller or the number of people travelling in your party is not possible to be accommodated in one room. We may still be able to accommodate you or all members of your party (as applicable) on the journey subject to availability.

2.3 The items included in and excluded from each package are as set out in the brochure or on our regularly updated website. Please note that the cost of *Tawaful Ifadah/Ziyarh* is not included in our Economy package.

2.4 There is no minimum age for travel. However, children and infants must be accompanied by a responsible adult who will usually be a parent or immediate relative/guardian. Please note that a Child will count as an adult occupant.

2.5 The photograph of landmarks featured in the brochure are for illustrative purposes only and to give an idea of what you may experience during the journey. The photographs of hotel rooms are also included only to indicate the type of accommodation you can expect to stay in and your hotel room may differ from those depicted.

2.6 Our hotels and rooms are sold according to Saudi rating standards which are different than the UK standards and are usually lower standards than the UK. Addition to this, room sizes may also be different than UK hotels rooms.

2.7. Room size is expected to be small with maximum beds possible and without table and chairs in the room for dining, etc. Your suitcases will have to be placed under the beds/ next to your bed.

2.8. Toilet could be in or out of the room, in most cases toilets are small and without shower tray. Sometimes there is only enough place to stand in or around the toilet.

2.1.2. In some cases there could be one toilet and shower for two rooms, and pilgrims are expected to share the facilities.

## **3. Booking**

3.1 Prior to booking, we strongly recommend that you have carefully read and understand our terms and conditions which shall subject to clause 3.3 form the basis of the agreement between you and us to the exclusion of all other terms and conditions. Places are allocated on a first served basis and early booking is highly recommended in order to avoid disappointment.

3.2 When you have selected the package of your choice, please complete the booking form. Please ensure that all details entered are complete and accurate. To make things easy for our pilgrims, we may also take their booking details over the phone with the understanding that you have read and fully understood also accepted all our terms and conditions.

3.3 These terms and conditions shall apply to all bookings except so far as expressly agreed otherwise in writing by our authorised representative. You should not rely on any statement, promise or representation made or given by or on our behalf which is not set out in the agreement. Nothing in this clause will exclude or limit Educational Hajj and Umrah Ltd’s liability for fraudulent misrepresentation.



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3.4 Your submission of the booking form or the submission of your personal information or data to us is your offer to book a place on the tour for you and those persons named are subject to these terms and conditions.

3.5 In completing the booking form or by providing details of yourself and persons accompanying with you, you agree to be responsible for and guarantee payment in respect of all persons named or booked with you. You also agree to be responsible for the behaviour of all persons travelling with your party and for the entire duration of the journey. We will correspond directly and only with you and all documents will be sent to the address you provided. It is your responsibility to ensure that all persons travelling in your party are aware of the information relevant to the journey and that they conduct themselves in an appropriate manner having regard to the sacred nature of the journey.

3.6 Please send your booking form to the address printed in section 1. The deposit or full amount (as applicable) is due and payable in accordance with clauses 5.1 and 5.3 (as applicable) at the time of submitting the booking form or when providing your required booking details. Please note that no booking can be confirmed without receiving payment also until we confirm your booking.

3.7 If we accept your booking we will either phone you or send you a confirmation e mail or a letter. Upon issuing the confirmation of booking, a legally binding agreement will be deemed to have come into effect on the date that appears on the booking form. If you send a booking form two weeks or less before the date of departure, a legally binding agreement will be deemed to have come into effect on the date when we confirm the booking to you which may be or not be in writing.

3.8 From the date of confirmation of booking (which may be over a telephone call or in writing), you shall have no right to cancel a booking due to a change of mind or change of requirement.

3.9 You must stipulate any dietary, mobility or other special requirements for you or any person included in your booking on the booking form or at the time of booking. Whilst we use our reasonable endeavours to cater for any such requirements, we cannot guarantee such requirements will be accommodated and cannot be held liable for any failure by us to do so.

3.10 You must notify us for any medical condition that you or any person travelling in your party has. We may request further information on any such condition and you agree to provide such information (which shall be true and complete) promptly. We reserve the right to decline or cancel your booking if we believe that we are not able to provide the facilities to deal with the medical condition in question.

3.11 When deciding to book the trip you should be aware of the following points:

3.11.1 The Hajj and Umrah journey can be physically demanding. We are not able to take responsibility for any pilgrim that has special requirements or needs, unless agreed in writing at the time of booking in accordance with clauses 3.9 and 3.10. In order to complete the rites of Hajj and Umrah it is required that all pilgrims are fit enough to walk for a distance of at least 3-5 miles a day. In case any pilgrim is not fit enough to do so, he/she should take a wheelchair with them as well as a companion who will take responsibility for them. We also strongly recommend that all pilgrims to seek medical clearance from their GP before booking.

3.11.2 Please note that the journey of Hajj and Umrah cannot be equated to holiday travel. During this journey the unexpected is often the norm. Despite careful planning and organisation the Hajj and Umrah journey can never be taken for granted like normal holiday. Hotels, transport and public services are all pushed to their limits during the hajj season you should not expect the same level of service that you are used to Pakistan/ Arab or African countries in Umrah or in the UK. Due to the large number of pilgrims in a small area, the crowds can be overwhelming. Please expect major traffic congestion and very long hours of delay while moving from one location to another throughout the journey particularly during the days of the rites of Hajj and Umrah. These journeys can be very frustrating, unpleasant and unpredictable.

3.11.2b Hajj and Umrah journey is not enjoyable. In addition, no pleasure is in this journey.

3.11.3 We use reasonable endeavours to perform Hajj and Umrah according to the Sunnah. However, we cannot be liable for any failure to do so as we are bound/limited by Hajj ministry and timings and space.

3.11.4. All meetings, lectures and announcements will be delivered in English or Urdu language.

3.12 If you wish to make any change to your arrangements following confirmation of booking each amendment will incur of a fee of £25 per person per change. Any additional charges passed on to us by airlines or other suppliers will be added to this amount

3.13 You agree to insure that every person named for booking agrees to be bound by the agreement incorporating these terms and conditions as if they were a party to the agreement. In particular you agree to insure that each person agrees to be bound by the exclusions and limitations of liability set out in clause 13 liability.

## **4. Travel documentation**





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4.1. We are responsible for providing the package as detailed on the conformation of booking. We use endeavours to ensure that our work is accurate. However, it is your responsibility to ensure that all details on the conformation of booking and any other documentation that we send or give you are correct. In particular you must check your travel documents and those of any persons travelling with you and ensure that the details match those on your passport and those of any persons travelling in your party. Where there are any discrepancies in any of the documentation you must advise use immediately. Failure to do so may prevent you from participating in the tour.

4.2. Travel documents will be issued in the following ways:

4.2.1 Collection by you from our office or at the pre-Hajj and Umrah seminar to which all participants are invited to attend:

4.2.2 Sent by post to you address by special delivery; or

4.2.3 Collected at the airport in exceptional circumstances only where passports are handed to us by the embassy very late due to different reasons.

4.3 No travel documents will be issued until the full and final payment has been received.

4.4 Where documents are sent by post pursuant to clause 4.2.2 they are sent at your risk and we cannot be liable for items lost in the post.

4.5 Should tickets become lost or stolen, it is necessary to complete an indemnity form to be passed to the air line. Some carriers may issue replacement tickets immediately but may in pause a fee for this. Other air lines require full payment to issue replacement ticket. Please be informed that we do not refund the amount paid for the original or any other documentation unless refund is given to us.

4.6 Unused or part used air tickets are returned to the airline for authorisation and calculation of refund due. we will deduct from any refund received back from the air line an amount equivalent to the deposit and 15% of the total cost as a cancellation charge. Please be informed that we do not refund the amount paid for the original or any other documentation unless refund is given to us. Please note that refunds can take up to 18 months and beyond.

## **5. Price and Payment**

5.1 The deposit which is none refundable is due and pay able at the time of submitting the booking the exact amount of the deposit will be as detailed in the brochure. Where no such amount is not specified, we confirm that £500 is the minimum amount that is not refundable.

5.2 The balance of the price is due and payable 8 weeks before the date of departure.

5.3 Where you submit the booking less than 8 weeks before then date of departure full payment is to be made pursuant to clause 5.2 , the full price of the trip is due and payable other time of booking.

5.4 It is your responsibility to insure that the sums payable under the agreement are made by the due dates. Please not that it is not our practise to send out reminders of overdue payment or balance.

5.5 If you fail to pay the deposit, the balance or any other sum, your booking may be cancelled without liability on our part.

5.6 Payments can be made by the following methods:

5.6.1 Cheque or postal order made payable to "Educational Hajj and Umrah Ltd". Please allow ten days for the cheque to clear.

5.6.2 Cash; please call us for an appointment

5.6.3 Bank transfer; please call us for account details

5.7 It is possible that circumstances may arise that cause the price of the trip to increase. We may alter the price and inform you of the reasons. However, this is not everyday practice.

5.8 Payments shall not be deemed to not be received until it is not received in clear funds.

## **6. Visa applications**

6.1 We will organise your Hajj visa application that of any person travelling with you and named in our conformation of booking. You will offer us all assistants that we require in obtaining the visa in good time.

6.2 In particular you will provide us with the following items in respect of you and each person travelling in your party (at least 6 weeks before departure unless agreed otherwise)



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6.2.1 Passports. This must be valid for at least 8 months on the date of travel. None European community (EC) passport holders must have permanent residency, work permit or leaving to remain with spouse and must have entered the UK two months prior to applying. Children who have been endorsed on their parent's passports will only be granted a visa if a photo of the child has also been endorsed on the passport by the passport office.

6.2.2 Four colour passport size photographs (must have white background).

6.2.3. A completed and signed Hajj visa application form.

6.2.4 A valid meningitis (ACWY) immunisation certificate

6.2.5 A completed Mahram relationship declaration (for females only)

6.2.5 A completed signed Hajj Contract

6.3 We strongly recommend that you arrange for insurance in respect of postage of the above documentations as we cannot be liable for any documents lost either in a post or during the visa application process.

6.4 We cannot guarantee that the visa application will be granted and cannot be liable for any refusal. If the visa is refused we cannot be held responsible for any consequential loss, e.g. loss of deposit, etc.

## **7. Amendments and cancellation**

7.1 In the unlikely event that we are required to make a substantial change to an element of the tour/package (which shall include a change in the departing or arriving airport, a change to a lower standard of accommodation or a change in time or date of flight by more than 48 hours) we will let you know as soon as we can. Should a substantial change occur after the confirmation of booking has been issued we will let you know as soon as reasonably possible and you may choose either to accept the tour with the change or cancel your tour where upon we will offer a full refund of any sum paid. If you choose to cancel your booking it must be done within 24 hours of us informing you of the changes unless agreed otherwise.

7.2 If you decided that you wish to cancel your booking or change any element of the package you must inform us in writing as soon as possible. You are also responsible for notifying us where a member of your party wishes to cancel the booking or change element of the tour.

7.3 Where you cancel the tour prior to payment of balance the deposit of £500 is lost.

7.4 Where you cancel the tour after payment of balance, you will lose your deposit of £500.

7.5 Where you cancel the tour or any part of it we recommend you check the terms of any insurance policy as you may be covered by the terms of such policy. You may be covered by your insurance policy.

7.6 We will advise you of the exact amount of any cancellation fees before finalising the cancellation particularly if your visas & air ticket of Hajj and Umrah was issued.

## **8. Time and routes**

8.1 It is not possible for you to alter the routing of your air ticket after the confirmation of booking has been issued. The timing of the flights and any external transportation are estimate only. Various factors may affect any timing given including adverse weather conditions, delay at check in, operational problem and airline procedures and we cannot guarantee that the departure times and duration of the journey will be accurate or as expected.

8.2 You should be aware that some carriers may also have special conditions of carriage which may exclude or restrict their liability to you [if you would like to see such conditions of carriage please contact the airline or visit the concerned airline's website].

8.2.1 Please check on the airline website for the latest requirements of luggage.

8.3 It is your responsibility to ensure that you and your party are at the meeting point at the relevant times. This applies to check in details outgoing and ingoing flight, any external transportation and any excursions organised during the journey.

## **9. Data protection**

9.1 The personal information that you provide to us in connection with the booking of a package will be treated confidentially by us. We will use your information in order to discharge our obligations under the agreement, in doing so we may need to supply your personal details and the personal details of persons named or booked with us to third party supplying a particular component of the tour and/ or public authorities such as customs and immigration. Such information may include details of a sensitive personal nature. By submitting the booking or by giving us your personal details over the phone.





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9.1.1 You consent us to use your personal information and allow others to access it for the purpose of discharging our obligations under the agreement.

9.1.2 You acknowledge that each person has consented (or in the case of a person under the age of 18 years old, the parent or guardian of such person has consented) to us using their personal information and allowing others to access it for the purpose of discharging our obligations under the agreement

9.2 We may also use the personal details that you provide to us for the following additional purposes.

9.2.1 So we can contact you or persons named in the booking (weather by post, telephone, text message or electronic mail) with details of products, services or any other information that we believe may be of interest to you.

9.2.2 For research and statically purposes. Please note that the information we produce for these purposes will contain your name and city only.

9.3 If you do not wish to be contacted about our products, services or other information that may be of interest to you please let us know in writing

## **10. Insurance**

10.1 No person can take part in our packages unless they have purchased separately adequate holiday insurance. This applies to all persons booked with us including children of all ages. The level of insurance cover that you arrange should be sufficient to cover all expenses incurred in the event of an emergency or cancellation. Please remember that the protection some policies offer may vary. We reserve the right to require the evidence of holiday insurance and where holiday insurance has not been taken out, we may cancel the agreement.

## **11. Complaints**

11.1 If you have a problem during your, journey please contact the group leader.

11.2 If the Group Leader cannot solve the problem, please contact us in writing, quoting you're booking reference and group number.

## **12. Liability**

12.1 This clause 13 sets out our liability (to you including any liability for the Acts and omissions of employees) in respect of:

12.1.1 The package or tour;

12.1.2 Any breach of our contractual obligations arising pursuant to these term and

12.1.3 Any representation, statement or tortuous act or omission including any negligence.

12.2 You must tell us of any problem you experience at the earliest opportunity and in any event of the time limits set out in this clause 12. If the problem is with regard to a supplier of any component of the tour/package who is not a party to the agreement that has been involved with the performance of obligations you must also advise that party at the time and the place where the obligations concerned are supplied.

12.3 Notwithstanding any other provisions of these terms and conditions, we do not seek to limit or exclude our liability to you for death or personal injury resulting from our own or our employees' negligent act or omission or wilful misconduct or for fraudulent misrepresentation.

12.4 In the case of damage arising from the non-performance or improper performance of our obligations under this agreement. We may pay you a reasonable amount of compensation which shall be limited in accordance with the Warsaw convention amended by the Hague PROTOCOL 1995 (in the case of air travel) and the 1962 Paris convention (in the case of hotel accommodation). We will not be liable to you under this clause 12.4 where the event of liability arises from any of the following:

12.4.1 The circumstances leading to or causing the event of liability are attributable to you or any person named in the confirmation of booking;

12.4.2 Such failures are attributable to a third party unconnected with the provision of the tour, and are unforeseeable or unavoidable;

13.4.3 such event of liability arises out of or in connection with unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised or arises out of or



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in connection with an event which we or one of our third party suppliers (as applicable), even with all due care, could not foresee or forestall.

12.5 Subject to clause 12.3, 12.4 and 12.6 in all other cases our total liability to you in respect of all claims, losses, damages, costs, charges, expenses, liabilities, demands, proceedings and actions (whether arising in contract, negligence, breach of statutory duty or otherwise) shall not exceed 100 % of the sums paid in respect of each person named in the confirmation booking in respect of whom the loss is alleged.

12.6 Under no circumstances shall we be liable to you for any type of loss of any measure of pilgrim or loss of any nature whatsoever that does not flow directly and naturally from the event of liability even if such loss was reasonably foreseeable or the possibility of it being incurred had been advised.

## **13. Notices**

14.1 If you needed to contact us for any reason, written correspondence should be sent to our head office address, otherwise you may send us a fax or email us. We shall respond to you as soon as we can by a telephone call, post or an email.

## **14. Circumstances beyond our control**

15.1 We shall not be liable for any delay in performing obligations or for failure to perform obligations if the delay or failure results from circumstances beyond our control including, but not limited to act of God, refusal of licence (s), act of government, act of terrorism, fire, flood, earthquake, war, riot, explosion, accident, criminal act, civil commotion, industrial dispute, delays in transportation, adverse weather conditions, timetable being amended or cancelled by airlines, impossibility of obtaining information or any other cause outside of our control. In such circumstances, we reserve the right to cancel the agreement and refund monies paid less a sum in respect of our administrative work and any sums due to third party suppliers. You should be aware that this may equate to the total cost of the tour.

## **15. General**

15.1 No waiver or amendment of any provision of the agreement shall be effective unless made in writing signed by both parties. The waiver by either party of a breach or default of any of the provisions of this agreement by the other shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have under the agreement operate as a waiver of any breach or default by the other party.

15.2 The rights and obligations in this agreement are personal to you and you are not entitled to assign or otherwise transfer any of your rights or obligations under the agreement.

15.3 If any provisions of these terms and conditions shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of these terms and conditions and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.

15.4 In entering into the agreement, you should not rely on any statements, promises or representations that are not expressly incorporated into the agreement. Nothing in this clause shall however operate to limit or exclude any liability of either party for fraudulent misrepresentation.

15.5 No provision of the agreement is intended to or creates any right or benefit enforceable against the parties to the agreement under the contracts (Rights of third parties) Act 1999.

15.6 The law applicable to the agreement is English law. The agreement shall be governed by English law in every particular including formation and interpretation and the parties agree to irrevocably submit to the exclusive jurisdiction of the English courts.

## **16. Hijri Calendar**

16.1 The itineraries for all of our packages have been prepared in accordance with the published Saudi Arabian calendar. If due to the actual sighting of the moon the dates for Hajj are adjusted, we will be forced to change the itinerary accordingly by one or two days. Emergency alternative accommodation and transportation arrangements will be made. However, these may be of a lower standard than the package that you have booked and we cannot be held liable for this.

## **17. Flights**

18.1 International flights will be provided on a major international carrier either direct (non-stop) or in-direct.

## **18. Lost Baggage**



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19.1 If any baggage is lost by the airline or while transfer, you must submit a claim directly with relevant airline.

19.2 Please be informed that we are not liable for loss of baggage nor we will be held responsible at any time.

By booking with us and after completing the application form you are agreeing to our terms and conditions.

Name.....

Signature.....

Finally.....

From: Educational Hajj and Umrah Ltd

WE WISH YOU HAJJ & UMRAH MABROOR!!!