

## **Terms & Conditions:**

We strongly advise every pilgrim to learn and understand how to perform the Hajj prior to making reservation with us and should obey the tour operators rules and conditions throughout the Hajj journey. The booking form must be completed and signed.

### **1. Booking**

Your Contract with Bismillah Hajj & Umrah is binding once the following steps have been fulfilled:-

- a) A cheque with 50% For Hajj bookings has been sent with the signed form to Bismillah hajj & Umrah Ltd, 1st Floor,72 Brick lane, London, E1 6RL, UK.
- b) A receipt of the deposit and confirmation invoice has been sent to the address specified.

### **2. Payment**

- 2.1 We shall not enter into a contract if you have not paid the required deposit. A minimum of 50% for Hajj bookings
- 2.2 All deposits are non-refundable
- 2.3 the balance of the payment must be settled in full 90 days prior to departure for Hajj Bookings.
- 2.4 If the full payment is not received on time Bismillah Hajj & Umrah reserve the right to cancel the booking and forfeit the deposit without notice.
- 2.5 All necessary documents should arrive at the office no less the 7 weeks prior to departure date.

### **3. If You Make Alterations to Your Bookings**

If you wish to change any arrangements after we have sent a confirmation invoice we will do our best to arrange this. You must write to us with the details of any alterations requested. Any alterations will be subject to availability plus agreement by the relevant supplier(s).

In many cases a transfer or name change will mean the cancellation and re-booking of a flight or hotels and significant additional charge may rise. This charge could be as much as a 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. Cancellation**

For cancellations, applicants are required to send in writing a request letter signed and dated. Cancellation will be subject to levied charge relative to the date of departure as follows:

- a) 22-45 days before the date of departure 60% of the total costs per person.
- b) 14-21 days before the date of departure 80% of the total cost per person.
- c) 0-13 days before the date of departure 95% of the total cost per person.

### **5. Visa and Tickets**

No liability is accepted for visa refusal by the Saudi consulate. You have to pay the charges incurred. Bismillah Hajj & Umrah will not be liable for any airline schedule failure or delays occurred by the airline during the Hajj trip. Departure and Return dates may change in accordance with the airline schedule and are subject to airline confirmation.

It maybe necessary to increase the cost of the advertised page at anytime without prior notice due to unforeseeable circumstances.

### **6. If Bismillah Hajj & Umrah Alters Your Confirmed Booking**

Whilst everything will be done to provide the pilgrimage as confirmed to you, Bismillah Hajj & Umrah may occasionally have to change your arrangements or part of them. Bismillah Hajj & Umrah 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 Bismillah Hajj & Umrah 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 comparable alternative pilgrimage subject to availability; or
  - (iii) Withdraw from the booking completely in which case Bismillah Hajj & Umrah will make a full refund of all monies paid by you.

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.

Bismillah Hajj & Umrah is not liable to pay compensation where the change is by reason of unusual and unforeseeable circumstances beyond Bismillah Hajj & Umrah 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. Bismillah Hajj & Umrah 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 air 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.

## **7. If Bismillah Hajj & Umrah Cancels Your Pilgrimage**

Cancellation may be necessary in exceptional circumstances and Bismillah Hajj & Umrah 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. Bismillah Hajj & Umrah will cancel your pilgrimage if you fail to make any payment by the due date and will not be liable for any compensation. We may have to cancel your pilgrimage as a result of low bookings, as defined in paragraph 6. 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 6 above.

## **8. 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 Bismillah Hajj & Umrah being forced to pay additional charges, Bismillah Hajj & Umrah will seek to recover them in full from you.

## **9. 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, Bismillah Hajj & Umrah Limited.

## **10. General Information and Safety Issues**

10.1 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 Bismillah Hajj Umrah immediately if you think any information is incorrect. Bismillah Hajj & Umrah will not be responsible for any problems, which may arise in the event that you failed to notify us.

10.2 You must make sure that your passport is valid for at least six months after the date your pilgrimage ends.

10.3 You should consider taking out travel insurance for your trip. We would recommend this in all circumstances.

10.4 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.

10.5 You should also ensure that you comply with all travel health requirements, such as vaccinations.

10.6 Please ensure that you understand and are aware of the rituals of your pilgrimage and how to perform them.

10.7 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. Bismillah Hajj & Umrah are unable to prevent this from occurring on occasion and accept no liability for this.

10.8 Particularly at the time of the Hajj, flights and destination airports can sometimes be altered at the last minute. Bismillah Hajj & Umrah have no control over this and you should be aware that this could happen with your booking.

10.9 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. Bismillah Hajj & Umrah 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 Bismillah Hajj & Umrah. 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.

## **11. Accommodation:**

All accommodation is shared unless specified at the time of booking. We are not liable for any losses to your personal valuables such as luggages, money and personal belonging. The star rating of the hotel in Saudia Arabia is according to Saudi Ministry Trade Standards. The distance advertised is according to calculations of concerned authorities in Saudia Arabia as shown in the official licences. Tents in mina and Arafat are provided by the Hajj Ministry please note there will be no tents provided by the Hajj Ministry in Muzdalifah. All Pilgrims are requested to make their own arrangements i.e. sleeping bags, small tents are recommendable.

## **12. Transportation**

All transportation is provided by the mualims. No transportation for tawaaf Ziyarah and mina to Makkah. Be prepared for serious delay in all transportation provided by the Hajj Ministry during the Hajj as this is extremely busy event.

## **13. Meals:**

All meals will be provided in the best form of hygiene as possibly available in time of hajj in Makkah. Meals in Makkah are all

complimentary and not part of the package price. Meals provided in Madinah are of a 4/5 star standard. We do not provide any special diets, you are not obliged to take up the meal on offer as part of your package, and customers can eat elsewhere at their own expenses.

**14. Health:**

Health services are free as provided by the hajj ministry, however if any passenger is on regular medication, they should consult their GP and inform us of any special requirements on the phone. In case of death the deceased is buried according to the regulations in Saudi Arabia and repatriations of the body is not possible. Bismillah Hajj & Umrah is not liable for any Hajji falling ill or becoming sick due to the physical demand of the trip.

**15. Your Financial Protection**

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. For more information about financial protection and the ATOL Certificate go to [www.atol.org.uk/ATOLCertificate](http://www.atol.org.uk/ATOLCertificate) 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.

**Our Pledge:**

Bismillah Hajj and Umrah with years of experience pledges to make your Hajj journey a successful one inshallah. In the event of any difficulty arising Bismillah Hajj & Umrah management will try to solve the situation as smoothly and quickly as possible.

**Your Pledge:**

I \_\_\_\_\_ agree to the above statements and accept the conditions of Bismillah Hajj & Umrah and also to pledge to make sabre during periods of difficulty during the Hajj journey.

**Signature:** .....**Date:** .....