

TERMS & CONDITIONS

We highly advise that you read through our terms and conditions before booking with F&I Hajj & Umra Tours. If you purchase a holiday package or flight, you accept to these terms and conditions.

All correspondence regarding customer service or your booking should be sent to Customer Services, F&I Hajj&Umra Tours LTD, Big Yellow Offices, Room 32, 111 Whitby Road, Slough, SL1 3DR or emailed to info@al-hajjumrahtours.co.uk

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

Your Financial Protection

When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

OUR AGREEMENT WITH YOU

1.1 We are F&I Hajj & Umra Tours Limited, we are registered at companies house with registered number 4956013 and our registered address is Big Yellow Offices, Room 32, 111 Whitby Road, Slough, SL1 3DR.

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

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

2. Pilgrimage

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

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

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

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3. Important Information

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

4. Cost

4.1 We will provide the services listed and in return you will pay the quoted amount for each person. Payment to be made up of a deposit of £500 (for Umrah) and £2000 (for Hajj), on signature of this contract and the balance is payable a minimum of 45 days prior to departure.

5. Deposit

5.1 When we receive your completed booking form accompanied by a £500 (if booking for Umrah) and £2000 (if booking for Hajj) we will send you or a confirmation invoice within 7 working days.

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

5.3 The confirmation invoice will confirm your arrangements and your protection under our Air Travel Organiser's Licence number 9959. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information visit the ATOL website at www.atol.org.uk.

Balance

5.4 If you are going on Hajj, any balance you owe us must be paid at least 10 weeks before departure (Hajj only).

6. Five Days of Hajj

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

6.2 Food will be provided.

6.3 Qurbani will be included within the package.

7. Your Travel Booking

7.1 Whether you book alone or as a group, we will only deal with the lead booking name in all subsequent correspondence, including changes, amendments and cancellations. You must be 18 years old at the time of booking and possess the legal capacity and authority to book as the lead name and travel on holidays with us and take up the offers advertised by us if they are still available. You are responsible for ensuring the accuracy of the personal details or any other information supplied in respect of yourself and any other person travelling on the booking and for passing on any information regarding the booking or any changes made in relation thereto, to all persons travelling on such booking, including but not limited to information on schedule changes or copies of booking confirmations.

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

7.2.1 notifying us prior to the time of booking of any personal circumstances and needs pertaining to a person included in the booking including, without limitation, whether any such person is not self reliant or is a person with mobility - for example if you, or a member of your party, have difficulty in walking 500 meters; and notifying us at any time from the time of booking until 48 hours prior to the flight's departure by calling us if any person travelling on the booking has ceased to be self reliant or a person with reduced mobility or if a person previously reported to be with reduced mobility or as not being self reliant does no longer fall into either category.

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

8. Important note – events beyond our control

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

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

8.3 Events Beyond Our Control also include: war, threat of war, riots, civil disturbances, terrorist activity, industrial disputes, natural and nuclear disasters, fire, epidemics, health risks, technical problems with transport including

changes due to rescheduling or cancellation of flights by an airline or alteration of the airline or aircraft type for reasons beyond our control or that of our suppliers; closed or congested airports or ports, hurricanes and other actual or potential severe weather conditions, and any other similar events.

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

9. Your Welfare

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

10. Insurance

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

11. Variations

11.1 We may not be able to confirm some of our ground arrangements straight away (e.g. bespoke accommodation, etc). In these instances we may issue a Confirmation Invoice. However, a contract for arrangements that have not been confirmed on that invoice will only be made when we have sent you written confirmation that those additional arrangements have been completed. If there is any change to any of the details discussed at the time of booking, before the Confirmation Invoice is issued, we will notify you promptly of any new or changed details, including a change to the total price (if any).

13. Cancellation

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

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

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

14. Denied boarding, Delays and Cancellation of flights

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

15. Changes to Your Booking Details

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

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

16. Major Changes

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

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

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

17. Behaviour

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

18. Cancellations

18.1 Should you or any other part of your party be forced to cancel your booking once it is accepted, a valid cancellation can only be made if you give us written instructions. The instruction must be signed by the person who signed the booking form. If you cancel, a cancellation charge may apply. Once we receive your notice of cancellation you should expect to receive a Cancellation Invoice within 14 days. If you do not then please contact us. To cover the cost of processing your cancellation and to compensate us for the risk that we may not be able to resell your travel arrangements, we make a cancellation charge on the scale shown below. Before applying any cancellation fees, our priority is to resell your package to reimburse full amounts back to you.

The size of the charge depends on when we receive your notification— the more notice you give, the less we will charge.

18.2 Cancellation charges

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

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

19. Governing Law

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

Medical Advice

We strongly advise that pilgrims seek medical advice and clearance from a GP before booking, particularly the elderly. You should also take precautions when travelling with a baby or whilst pregnant. Arrange to see your GP or health expert at least a month before you travel. You may need extra time for a full set of jabs, for instance, or getting extra supplies of a medicine. Ask your doctor about:

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

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

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