



Albahisht Hajj & Umrah Tours

183 High Street,
Walthamstow,
London, E17 7BX
Tel: 020 8518 7188
Fax: 020 3417 8630

TERMS AND CONDITIONS

Definitions and Interpretations

(Headings are for convenience only and shall not affect their interpretation)

The words "Agreement" "Contract" "Package Agreement" mean the Agreement between Us the travel provider as per the Agreement and You and/ or any other persons named on the Booking Form/Agreement.

The words "Booking Form" mean the form on which booking details are submitted to Us or are recorded on by Us.

The words "Us", "We", "Our", "The Company" or "The First Party" will refer to the travel provider whose details including business address is on the Agreement/Booking Confirmation Invoice.

The words "The Customer", "You", "The Pilgrim", "Your", "Yourself", "Lead Passenger" or "The Second Party" will refer to the person(s) entering into the Agreement.

The word "Mahram" means the male relative (Husband, Brother, Uncle, Son, Nephew, Grandfather) which will accompany a female/child family member.

The words "Force Majeure" are unforeseeable circumstances that prevent someone from fulfilling a contract.

The words "Group Leader" will refer to a representative appointed by the Company.

The words "Your Party" "Your Group" will refer to all individual listed on the Booking Form/Agreement.

The words "Booking Agent" refers to a travel agent or other company, organisation or person who is acting as an intermediary to handle Your bookings and payments.

"Third Party Services", "Third Party" is referred to services provided to You by companies, organisations, groups or individuals other than Us.

Contract

If any part of these Terms and Conditions are inconsistent with the Agreement, the Agreement shall take precedent and supersede these Terms and Conditions. The Booking Form shall not form part of these Terms and Conditions nor the Agreement unless expressly stated verbally or within the Agreement itself.

A contract is formed for the relevant Hajj/Umrah package when:

- i. You accept Our written/verbal quote and any form of consideration is paid.
- ii. A deposit/full payment is paid as per the Agreement (note if departure is within 40 days then full payment is due at the time of booking).
- iii. We issue a Booking Confirmation Invoice to You (albeit We reserve the right to decline Your booking and return Your deposit at Our absolute discretion).

General

Our booking Terms and Conditions listed below should be read in conjunction with Your Agreement with Us, please read them carefully as they set out Our rights and obligations to You as Your travel provider.

By booking with Us, You, the Lead Passenger named on the Booking Form/Agreement confirm that You are over 18, live in the United Kingdom (UK) and have the full legal capacity to enter into a legally binding Agreement. You furthermore confirm that You have full authority on behalf of all persons detailed on the Booking Form/Agreement to enter into a legally binding contract on their behalf. You hereby confirm that:

- i. You fully understood these Terms and Conditions and agree to be bound by them.
- ii. You shall be responsible for the behaviour of all persons travelling within Your party.
- iii. All correspondence will be made directly with the Lead Passenger and any relevant documents will be sent to the address that appears on the Booking Form.
- iv. All members of Your Party are UK residents with a permanent right to abode in the UK.
- v. It is the Lead Passenger's responsibility to ensure that all persons travelling in Your Party are aware of the information relevant to their Hajj/Umrah travel package.
- vi. When You are making a booking on behalf of Yourself and Your Group, You the signatory to the Agreement shall be the Lead Passenger and We shall only deal with You in all subsequent correspondence, including changes, amendments and cancellations.
- vii. You will be responsible to Us for full payment of the price (including any travel insurance premiums and amendments/cancellation charges) of the services booked, and will also be responsible for passing on to all members of the Your Group all documentation and information which We are legally obliged to give to You.
- viii. The Lead Passenger also confirms that he/she is permitted to book our services for those with age restrictions and furthermore declares that he/she and all members of Your Party are permitted to purchase Our services
- ix. The Lead Passenger is responsible for ensuring the accuracy of the personal details or any other information supplied in respect of all persons travelling on the Booking Form/Agreement 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.

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- x. You must provide Us, in sufficient time, with any information and instructions relating to the services that are necessary to enable Us to provide the services in accordance with these Terms and Conditions. If You do not, or You provide Us with incomplete, incorrect or inaccurate information or instructions, We may cancel the booking by giving You written notice, or We may make an additional charge of a reasonable sum to cover any extra costs incurred.
- xi. Any person who is under 18 years of age must be accompanied by an adult on his/ her journey and any female members of Your Party must be accompanied by a Mahram (as stipulated by the laws of Saudi Arabia). Please note that the rules governing the qualification of a Mahram are implemented by the Ministry of Hajj (MOH) and are readily available on request.

Price & Accuracy

We endeavour to ensure that all Our information and prices both on Our website and Our literature is accurate and up to date; however occasionally changes and or errors may occur and We reserve the right to correct Our prices and any other details in such circumstances without any notice at any time. You must check the current price and all other details relating to the arrangements that You wish to book before Your booking is confirmed. If payment for a booking is made with an incorrect price/information, then We reserve the right to cancel any booking and refund any money in respect of the same.

Please note changes in fees (including fuel costs, dues, taxes, fees such as landing taxes or embarkation/ disembarkation fees at ports/airports, transportation costs and exchange rates) and services mean that the price of Your travel arrangements may change after You have booked Your package we will notify You of this within a reasonable time.

Hajj & Umrah Visa Application/Documents

We will organise Your Visa application and that of any person(s) travelling in Your Party. We may require Your passport for varying lengths of time in order to obtain a visa on Your passport. This will be discussed with You at the time of completing Your Booking Form. We cannot give accurate guidelines as to processing times.

In order to ensure fast and accurate processing of Your visa, please make sure of the following:

- i. If anyone has a non-Muslim name, he/she should submit a certificate from a mosque or an Islamic centre confirming that the applicant is a Muslim.
- ii. Four recent passport size colour photographs on a white background.
- iii. Passports should be valid for a minimum of 6 months from the proposed departure date.
- iv. Women/children should be accompanied by Mahram. Proof of relationship is required (a marriage certificate for a wife, a birth certificate for a child indicating the names of both parents).
- v. If the applicant is not a national of the country he/she is applying from, then a valid indefinite residency permit must be submitted with the application along with proof of residency.
- vi. A certificate of vaccination against Meningococcal Meningitis should be provided. The certificate of vaccinations should be no older than three years and not less than 12 days prior to entry into The Kingdom of Saudi Arabia (KSA). The vaccination certificate must be with the applicant on entry into the KSA
- vii. Individuals must ensure that they carry all 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.

Please note according to the MOH & Saudi Embassy regulations the Hajj/Umrah visa is neither changeable nor refundable in all cases including most health cases. Therefore, once the Hajj/Umrah visa is issued and put onto Your passport, no refund will be given to You in cases of cancellation, as We would have already made full and final payment(s) to all involved Third Parties for the whole travel package in question.

Booking Agents & Third Party Services

You acknowledge that certain parts of the services will be provided to You by Third Party suppliers, for example certain transport and accommodation may be Third Party Services. Such services include, but are not limited to, all transport within Saudi Arabia, quality and location of the tents provided in Mina & Arafat, each of which is provided and controlled by the MOH. These Third Party Services may be provided in accordance with their own Terms and Conditions which will not form part of Your contract with Us. We exclude all liability in respects of all Third Party Services.

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When applicable, Your Booking Agent is any travel agent or other company, organisation or person who, without being a party to the contract between You and Us, is acting as an intermediary to handle bookings and payments for the package which You book with Us. Please note that We cannot accept any liability for the acts, omissions or representations of any Booking Agent. Please note any Terms or Conditions which the Booking Agent has given to You does not incorporate into Our Agreement/ Terms or Conditions or form any part of the same and in all cases Our Agreement/ Terms or Conditions shall take precedent.

Our Services & Your Expectation

Your Hajj/Umrah travel package with Us shall consist of Your visa, accommodation and flights to and from Saudi Arabia where applicable as per the Booking Form/Agreement. The purposes of these services are to allow You to complete the holy pilgrimage of Hajj/Umrah in Saudi Arabia and as such You accept that this is a religious pilgrimage and in no way a leisure holiday of any sort. You make Your booking with Us being completely aware of this.

Due to the large number of pilgrims in Saudi Arabia for the Hajj/Umrah pilgrimage, the cities and towns are overcrowded. This often affects public services, transport and accommodation within the country. You hereby accept that the services are at all times dependent on the MOH and Saudi Arabian authorities over which We have no control.

You are asked to stay with Your Group at all times when travelling unless told otherwise by the Saudi authorities. All messages and documentation will be communicated to You through Your Group Leader.

Haji

When You arrive into the KSA, before being allowed access on to the buses provided by the MOH, You (or Your Group Leader on Your behalf) must give Your passports to the Saudi authorities for safe keeping when requested to do so. Please note that this is a stipulation of the MOH and it is not something over which We have any say or control. We cannot accept liability for any loss or damage to Your passport whilst it is in the possession of the MOH. You accept that failure to provide Your passport to the authorities when requested to do so will mean that You will not be allowed to board onto the buses to continue on Your journey. We will not accept any liability in these circumstances and no refunds or payment of any kind shall be given.

Where You are on Hajj, Your itinerary will be governed by the Islamic calendar, the Saudi authorities and the MOH. Therefore Your itinerary is subject to change at all times and You confirm that We cannot accept any liability in these circumstances. Furthermore, due to the nature of Hajj pilgrimage, Your itinerary is on a very tight schedule, where told by Your Group Leader and or itinerary You must ensure that You are at all departure points at the times specified in order to commence the next stage of the pilgrimage. Failure to be present at the departure points at the times specified means that the group may leave without You and We cannot accept any liability for this.

Umrah

Where You are on Umrah, Your itinerary will be governed by Us, however it is still subject to the laws of Saudi Arabia The itinerary may be subject to change with little or no notice and We reserve the right to change/amend or cancel any part of the itinerary.

Accommodation

Please note all accommodation is shared and is of economy standard (unless otherwise agreed in writing). Any star rating is not provided by Us and any information You find online or on Our literature is not endorsed by Us and the same is for guidance only.

You accept that accommodation may be of a lower standard than that expected. If You wish to share accommodation with Your husband, wife or family, a request must be made before You enter into a contract with Us and the same must be agreed in writing at the time of the Agreement, failing which accommodation will be allocated at Our discretion. Please note a supplementary payments towards Your accommodation may incur for any changes or special requests made by You.

During Hajj/Umrah accommodation maybe segregated and communal and whilst We will make efforts to place You with Your Group, We cannot make any guarantees about this and accept no liability in the event that You are not placed in the same room/floor/building as them .

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Every pilgrim for Hajj/Umrah 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, nor will meals be provided for them.

During the five days of Hajj only, accommodation in Mina and Arafat are in the tents provided by the MOH. The tents of Mina and Arafat are provided on a sharing basis. Men will be with men and women will be with women. Please note that no Hajj Company has any control of its location and allocation of tents in either Mina or Arafat. During Hajj only please note that there will be no tents provided in Muzdalifah and You are responsible for making Your own sleeping arrangements.

Transport

We cannot accept any liability for any delays in Your flights 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 an act of God or otherwise. During Hajj/Umrah there will be times when there will be long delays mainly at airports, Hajj 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. We shall not be liable for any delay/failure in You performing Your Hajj/Umrah rites from circumstances beyond Our control.

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/Out procedures, outgoing and ingoing flights, any internal transportation and any excursions organised during the travel package. Transport within KSA is provided by, controlled and governed by the MOH and We have no control over this. Transport might be delayed or changed at little or no notice and You accept that We have no control over such delays or changes nor can We accept any liability for this. Furthermore You accept that the road network system in Saudi Arabia is developing and its infrastructure may not be as You are accustomed to within the UK.

We are not always in a position at the time of booking to confirm the actual carrier, aircraft type and timings in respects to Your flight, We shall only confirm this information as soon as We have confirmation of this from the airlines. The actual timing of Your flights and information relating to the flight will be on Your ticket which will be dispatched prior to travel which may include You receiving the ticket on the day. It should be noted that airline times and details for the flight may change even after a ticket is dispatched, if this occurs We will contact You as soon as possible. Any changes in the flight which are out of Our control will not be Our responsibility and We shall not be liable for the same.

Please note that, in accordance with Air Navigation Orders, in order to qualify for infant status, a child must be less than 2 years of age on the day of its return flight. Children aged 2-11 may be offered a discounted ticket price at the airlines discretion. If that is the case We will notify You accordingly before confirming Your booking.

If You or any member of Your Party misses Your flight or other transport arrangement, it is cancelled or You are subject to a delay of over 3 hours for any reason, You must contact Us and the airline or other transport supplier concerned immediately. We shall not be responsible for this however, we endeavour to do Our best to assist where We are able to noting that additional charges may apply.

Under EU Law, You have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. If the airline does not comply with these rules You should complain to the Civil Aviation Authority at www.caa.co.uk/Passengers. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle You to a refund of Your package price from Us. A delay or cancellation to Your flight does not automatically entitle You to cancel any other arrangements even where those arrangements have been made in conjunction with Your flight.

We cannot accept liability for any delay which is due to any of the reasons which include the behaviour of any party member on any flight who, for example, fails to check in or board on time.

Luggage

We are not responsible for excessive, loss or damaged luggage, or for any personal belongings including cash, passports, phones and bank cards etc carried by You. It is Your complete responsibility throughout Your journey. This includes air transfers, coach travel etc. We will not take any responsibility for safeguarding the property of individuals at any time during their journey nor for any loss or damage of any property.

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Luggage allowance is as per the airline rules and conditions and We are in no way responsible for this. It is Your duty to check for baggage allowance and ensure that You are carrying permitted items as per the airline/airport rules and regulations.

Laundry

We use a Third party for our laundry service and we offer it as a complimentary, we are not responsible for loss, damage or alterations to your clothes. We give tokens for the number of days you will need laundry done. It is your responsibility to look after these tokens as replacements will not be given. Each laundry token is for 2 pieces of clothing's (exception Undergarment and socks)

Behaviour

When You book a Hajj/Umrah travel package with Us, You accept full responsibility for You and Your Party. If We or any other person of authority is of the reasonable opinion that You or a party member is behaving in such a way that is causing danger, distress, upset or damage then We reserve the right to cancel the package in respect of the person/party concerned and they must leave any accommodation/transport when told to do so and We shall have no responsibility for them including return flights. Please note no refunds will be made and We will not be liable for any expenses or costs incurred as a result of the termination. You and Your Party are entirely responsible for any loss or damage caused to any accommodation and/or transport arranged for You and furthermore are fully responsible to make payments for the same to the service providers, at no point shall We be liable for any loss or damage caused by You.

Risk & Insurance

When You make Your booking with Us You acknowledge there is an element of risk associated with pilgrimage generally, particularly in Saudi Arabia during Hajj season. These include overcrowding in hotels, on all forms of transport and poor management of public places. These risks can also include the risk of injury or illness in remote places without medical facilities. You must be fit enough to undertake the pilgrimage and You must exercise reasonable care for Your own safety and the safety of other members in Your Group.

We shall not be liable for any personal injury. 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.

We are legally obliged to advise You to take out adequate travel/health insurance. Travel/health insurance is not included as part of Your Hajj/Umrah travel package and it remains Your responsibility to purchase travel/health insurance separately. You must be satisfied that Your insurance fully covers all Your personal requirements including cancellation charges, medical expenses, pre-existing medical conditions and repatriation in the event of accident, illness or death. If You choose to travel without adequate insurance cover, You do so entirely at Your own risk and We will not be liable for any losses whatsoever, in respect of which insurance cover would otherwise have been available.

Payment, Changes & Cancellation

We accept payment for Bookings by cash, online transfer and bankers draft only. We do not accept debit/credit card payments. All bookings for Hajj/Umrah travel packages require a minimum deposit of 50% of the total package price (Any variation on stipulated payment terms shall be entirely at Our discretion and will be expressly agreed between You and Us and the same will be documented on Your Booking Form as and when necessary). If the package price is less than the sum of £1,500 then 75% of the total package price will be required as a deposit. Deposits are fully refundable if cancelled within 14 days of booking, however if airline tickets, transport, accommodation or visa have been booked and/or issued within those 14 days then the relevant cancellation charges will apply.

The full payment for the booking must be made to Us 40 days prior to departure. If the balance is not settled 40 days prior to the departure then, We reserve the right to treat Your booking as cancelled by You in which case the cancellation charges set out below will become payable. Please note when booking airline tickets only payment must be made in full prior to booking confirmation.

If Your bookings are confirmed (airline tickets, transport, accommodation or visa) and You wish to change or amend Your booking in any way, We will do Our utmost to make these changes, but this may not always be possible and may incur additional charges or the loss of all monies paid for the booking. Any additional charges or the losses will be at Your expense.

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If You decide to cancel Your Agreement with Us, Your liability to Us shall include payment to Us of all costs We reasonably incur in fulfilling the booking of Your travel package and all associated contracts entered into with Third Parties as a consequence.

Note: if the reason for Your cancellation is covered under the terms of Your insurance policy, You may be able to reclaim these charges from Your insurance Company.

Period before departure within which notice of cancellation is received by Us in writing	% of total booking price*
More than 80 days	Full refund unless airline tickets, transport, accommodation or visa have been confirmed
56-79 days	40%
36-55 days	60%
22-35 days	80%
0-21 days	100%

If We cancel or make changes to the booking, then We shall advise You accordingly. We hope that We will not have to make any changes to the services but, because some services are reliant on the MOH and/or Saudi Arabia authorities, among other variables, We sometimes do need to make changes. We reserve the right to do this at any time. We also reserve the right in any circumstances to cancel the services. The costs on any changes and or cancellation made by Us will be at Our expense, however We will not cancel Your travel arrangements less than 40 days before Your departure date, except for reasons of Force Majeure or failure by You to pay the final balance. We will make every effort to complete the services on time but there may be delays due to circumstances beyond Our control. In this case We will complete the services as soon as reasonably possible.

We may have to suspend the services if We have to deal with technical problems, or to make improvements to the service. We will let You know in advance where this occurs, unless the problem is urgent or an emergency.

If We have to make a major change or cancel Your booking, We will tell You as soon as possible and You will have the option of one of the below choices. You must notify Us of Your choice within 5 days of Our offer. If You fail to do so We will assume that You have chosen to accept the alternative travel arrangements.

- i. Full refund of all monies paid.
- ii. Alternative travel arrangements of comparable standard, if available (We will refund any price difference if the alternative is of a lower value).

If there is not enough time to notify You before Your departure date (3 days or less to travel), We will make the choice for.

The above sets out the maximum extent of Your liability to Us for changes and cancellations. Please note: where accommodation with a higher price than the original accommodation that is offered by Us and accepted by You, the difference in price will be payable by You. In no case will We pay compensation if accommodation is offered by Us and accepted by You with a higher price than that originally booked where no additional payment is made by You

Very rarely, We may be forced by "Force Majeure" to change or terminate Your arrangements before and or after Your departure. If this situation does occur, We will be unable to make any refunds (unless We obtain any from Our Third Party suppliers), neither can We pay You compensation or meet any costs or expenses that You incur as a result.

Other Activities

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Any excursions or other activities that You may choose to do whilst You are abroad are not part of Your Arrangements with Us. For any excursion or other activity that You book/undertake, Your contract will be with the operator of the excursion or activity and not with Us. We are not responsible for the provision of the excursion or activity or for anything that happens during the course of its provision by the operator.

Special Request

Please note We will make reasonable endeavours to assist You with any special request (If You or any member of Your Party has any medical problem or disability which may affect Your stay/travel, please provide Us with full details so that We can try to advise You as to the suitability of Your chosen arrangements.) but it must be given to Us in writing not later than 14 days prior to Your departure date. We make no guarantee that Your special request will be met.

We may require You to produce a doctor's certificate, certifying that You are fit enough to participate in Hajj/Umrah pilgrimage. Acting reasonably, if We feel We are unable to properly accommodate the needs of the person(s) concerned, We will not confirm Your booking. If You have confirmed Your booking/signed the Agreement without informing Us of and such individuals with special medical requirements, if and when We become aware of these details, We reserve the right to cancel Your Agreement with Us and at which point no refund of any sort will be given

Events outside of Our Control

We will not be liable or responsible for any failure to perform, or delay in performing any of Your Hajj/Umrah obligations caused by events outside of Our reasonable control.

A Force Majeure event includes any act, event, non-occurrence, omission or accident beyond Our reasonable control and includes, in particular (without limitation), the following:

- i. Strikes, lock-outs or other industrial action.
- ii. Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
- iii. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
- iv. Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- v. Impossibility of the use of public or private telecommunications networks.

Our obligations under these Terms and Conditions are suspended for the period that the Force Majeure event may continue, and We will extend the time to perform Our obligations for the duration of that period. We will endeavour to take reasonable steps to bring the Force Majeure event to a close or to find a solution by which Our obligations under these Terms and Conditions can be performed despite the Force Majeure event.

ATOL/ Financial Protection

If Your confirmed Services include a flight, We (or if You booked via an authorised agent of Ours, that agent) will issue You with an ATOL Certificate and a booking confirmation. Upon receipt, if You believe that any details on the ATOL Certificate or booking confirmation or any other document are wrong You must advise Us immediately as changes cannot be made later and it may harm Your rights if We are not notified of any inaccuracies in any document within 10 days of Us sending it out to You (five days for tickets).

By law all tour operators and travel firms selling air holiday packages and flights in the UK need to hold an Air Travel Organisers Licence (ATOL). ATOL is a financial protection scheme, protecting You when You book a holiday/travel package with a UK travel Company.

Our Company is ATOL protected and Our ATOL number can be found on the Booking Confirmation Invoice, website and or any other literature, providing You with a peace of mind and full financial protection. The price of Our air holiday/travel packages includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) We pay to the UK Civil Aviation Authority. This charge is included in Our advertised prices.

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

Where the ATOL holder has a contractual or statutory obligation (including as a Flight-Plus arranger) to provide a flight (and where applicable other travel services) to a consumer whether concluded direct or through an agent or AB member, the ATOL holder must ensure the terms of its Agreement

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with its consumer require the consumer to accept and agree that, if the ATOL holder fails, services to be provided by the ATOL holder pursuant to a licensable transaction may be provided by another ATOL holder or the consumer may be required to claim a refund under the ATOL scheme by including in its terms of business with consumers the term that: "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).

Data

When processing Your booking We may pass Your details to Third Party companies where applicable. By entering into an Agreement with Us You hereby agree for Us to do this and furthermore You agree for Us to hold Your information including email addresses for the purposes of sending You marketing material and/or any other purpose compliant with English law.

Complaints & Claims

For any reason should You be dissatisfied with the services that You have received from Us whilst away You should notify Us immediately and We will endeavour to assist where possible. However If You do not give Us the opportunity to resolve any problems at the time, then We may not be able to deal positively with any complain on Your return. On Your return, You must send Us a formal written notice of Your complaint within 14 days of Your return, giving Us Your booking reference number and all other relevant information. Failure to follow these procedures may affect Our efforts to resolve Your issues and will affect Your rights at a later stage.

To assist with any dispute, telephone conversation from booking to completion of Your travels and any general discussions of Your travel are recorded for training and security purposes and the same may be used as evidence in court should the need arise.

Any and all claims made against Us will be limited to 7.5% of the package price even if proven in court. We shall not be liable for any sum of money exceeding that of the stated percentage. You expressly agree to this upon entering into Our Agreement.

Exclusions & Complimentary service

Anything that is not listed in the Agreement or is down as complimentary does not fall in anyway shape or form under the terms of Your Agreement with Us. We are not liable or responsible to provide any services outside of Our obligatory right stated in Our Agreement with You. All complimentary and promotional services/products provided by Us will be carried out with Our best endeavours. We cannot be held liable or responsible for any shortfall in providing complimentary service.

Disclaimer

Any samples, drawings or advertising We issue, and any descriptions or illustrations contained in Our website, catalogues, brochures or any other literature, are issued or published solely to provide You with an approximate idea of the services they describe. They do not form part of the contract/Agreement between You and Us.

Whilst reasonable care is taken to ensure that the information given to You is accurate, We cannot guarantee its true accuracy as the information may come from a Third Party/Booking Agent and We reserve the right to change the information including these Terms and Conditions at any time without notice.

You must check these Terms and Conditions for changes and consult Us. We have taken all reasonable steps to ensure that all representatives, agents, tour operator used are reputable, however We do not have direct control over such organisations where applicable and shall not be responsible for any services, acts or omissions by them or their employees.

If cancellation or changes by Us are brought about by war, riots, civil commotion, strikes, disasters, terrorist act, events of nature, act of God, technical problems with transportation or other events outside the control of The Company, The Company shall not be held responsible in any way.

www.albahisht.co.uk Email: albahisht@yahoo.co.uk

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



Albahisht Hajj & Umrah Tours

183 High Street,
Walthamstow,
London, E17 7BX
Tel: 020 8518 7188
Fax: 020 3417 8630

All personal baggage, including personal articles, medicines, mobiles phones and any other items You have with You are at all times and under all circumstances at "owners risk". No responsibility is accepted by The Company for Your failure to carry passports, visas or other documents required for the purpose of the journey.

As is the nature of Hajj/Umrah with the vast number of pilgrims, there is a higher probability of viruses and airborne diseases, it is therefore Your own personal responsibility for Your Well-being at all times, The Company cannot be held responsible for any personal accidents, illness and death during Your travel. We strongly advise You have suitable travel/health insurance cover for Your journey and stay.

Despite very careful planning and organisation the Hajj/Umrah journey can never be taken for granted like a normal holiday expected in the UK. We wish Your journey is pleasant as it can be a once in a lifetime experience, however the vast number of people from across the globe with a varied life style may have an impact on Your pilgrimage, unfortunately The Company cannot be held responsible for this experience.

Due to the ever growing Muslim population, the Holy Mosques and the cities around them are constantly under maintenance and construction. We cannot be held liable for any impact this may have on Your expectations and or experience of Your Pilgrimage.

The provision of the service offered by The Company is in good faith and best endeavours to meet Your standard however, We, Our agents or their sub agents cannot be held responsible for any shortfalls outside The Company's control against Your expectations of the pilgrimage.

We make no representations or warranties of any kind with respect to flights for Hajj/Umrah travel packages including no responsibility to provide time/accommodation to perform 40 Salahs in Madinah. All hotel star ratings are provided as guidance and may not be accurate to the international star rating system. We cannot be held liable for any shortfalls or poor services caused by the hotel and/or the buildings used.

In the KSA, the MOH and Naqaba (Ministry of Transport) are solely responsible for the movement of Hajj pilgrims between Jeddah, Makkah, Mina, Araft, Muzdalifah and Madinah or any other point of pilgrimage in the KSA. We have no control what so ever over the transportation, this includes and not limited to, timing, quality of the transport, duration of the journey and facilities on the transport. We will assist where possible but this element of the pilgrimage is outside of Our control and We cannot be held responsible in any shape or Form.

During Hajj in the KSA the MOH has sole responsibility for the allocation of Tents in Mina & Arafat, Our local agent (Saudi Matowif Service) will assist where possible. We cannot be held responsible for the quality or services at these points in the pilgrimage.

All food/drink that is provided by Us and or Our representatives to You is with Our best endeavours. Although reasonable care is taken to provide food/drink from a reputable Third Party food standards/taste may not be to that of Your expectations. Any food/drink provided by Us that is consumed by You is at all times at Your own risk. We will not accept any liability or responsibility for any illness or sickness that may be caused by such food consumption.

It is hereby agreed that You consent to photography, audio recording, interviews, video recording and the release of the same by any means of publication including social media for advertising, or for any other purpose which We, Our vendors, Our partners, Our affiliates and/or Our representatives deem fit. You release Us from any liability connected with the same. You waive all rights You may have to any claims for royalties in connection with any exhibition, streaming, web-casting, televising, or other publication of these materials, You have been fully informed of Your consent, waiver of liability, and release before joining Our group.

Jurisdiction and Applicable Law

These Terms and Conditions and the Agreement are governed by English law. We both agree that any dispute, claim or other matter which arises between You and Us out of or in connection with Your contract/Agreement or booking will be dealt with by the courts of England and Wales only

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