

## EL-SAWY TRAVEL LTD : TERMS & CONDITIONS FOR HAJJ & UMRAH

### IMPORTANT

Hajj and Umrah can be physically very demanding. El-Sawy Travel Ltd are not able to take any responsibility for any pilgrims that have special requirements, unless we are advised at the time of booking. In order to complete the rites of Hajj we require that all pilgrims are fit and able enough to walk for a distance of at least one mile, if not more. In case any pilgrim is not able to do so, he/she should take a wheelchair with them as well as a person who will take responsibility for them. We strongly advise that pilgrims seek medical advice and clearance from a GP before booking, particularly the elderly.

\*Please note that the journey of Hajj or Umrah cannot be equated to holiday travel. During this journey the unexpected is often the norm. Despite our careful planning and organization the Hajj and Umrah journey can never be taken for granted like a normal holiday or vacation. Hotels, transport and public services are all pushed to their limits during the Hajj season, so do not expect the same level of service you are used to in the United Kingdom. Due to the large number of pilgrims in a small congested area, the crowds can be overwhelming. Due to major traffic congestion, expect very long delays while moving from one location to another. These journeys can be very frustrating and unpredictable.

### 1. Payment

When we receive your completed booking form accompanied by a 50% deposit we will send you or your travel agent our confirmation invoice. There will be no contract between us until the confirmation invoice has been sent and it acts as our acceptance of the booking in accordance with the contract outlined in this fair trading agreement, which is subject to English Law and Jurisdiction. Any money paid by the customer to agent under or in contemplation of the contract is held by the agent as agent for El-Sawy Travel Ltd, until the date on which the agent pays the money to El-Sawy Travel Ltd. The balance you owe us must be paid at least 8 weeks before departure. If you do not, you will be liable for cancellation charges because we reserve the right to treat any booking as cancelled by you at the time to the date of the departure. Therefore it is very important for you to pay the balance prior to 8 weeks before departure or write to us cancelling your pilgrimage according to section 5 below.

### 2. Delays

We cannot accept any liability for delay in your flight to or from the U.K. whether the cancellation has been caused by adverse weather conditions, re-scheduling of times by the airline, the airport authorities and or the action of the air traffic controllers, mechanical breakdown, strike or industrial action or otherwise. However in certain circumstances you may be able to make a claim under your travel insurance policy. During your pilgrimage there may be times when there are long delays, mostly at airports, passport offices and during coach transfers due to the enormous number of pilgrims in Saudi Arabia. The Saudi authorities do try their best to process pilgrims as soon as possible and we do not accept liability for any such delay. \*We recommend that you consider taking travel insurance.

### 3. Important Information

- When you receive your tickets, you must check them carefully and notify your travel agent or ourselves immediately if you think any details are inaccurate. We are not liable to you for any problems which arise if you do not advise them.
- You must ensure that you have fully complied with any pilgrimage health requirements, such as vaccination.
- Although we provide religious guides, we stress you're responsible for the performance of your Hajj. You must ensure that you are fully aware of the rituals of Hajj and how to perform them.

### 4. 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 hotel or apartment and therefore we have no liability to you. We will not refund any portion of the cost of your pilgrimage.

### 5. Cancellations

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 written instruction either to the travel agent through whom you made your booking so they can notify us immediately or if booked through El-Sawy Travel Ltd then directly to us. The instruction must be signed by the person who signed the booking form. If you cancel, a cancellation charge will apply on the following basis.

#### Number of Days Cancellation Amount

- 29-42 50% of tour cost or full deposit if greater
- 15-28 75% of tout cost or full deposit if greater
- 0-14 90% of tour cost or full deposit if greater