

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. Medical Conditions

You must inform us of any pre-existing medical conditions prior to booking your trip. For example high blood pressure, asthma, mental health issues any other medical conditions(s) which are not visibly apparent. PLEASE NOTE: Individuals with any mental health issues are exempt from performance of Hajj/Umrah as they may cause harm to themselves or any other members of the group. You must seek medical advice from your GP before making any booking if you have any medical condition(s).

2. 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 6 below.

3. 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 strongly recommend that you consider taking travel insurance.

4. 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.

5. 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.

6. 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

- 90+ 25% of tour cost or full deposit if greater
- 60-89 50% of tour cost or full deposit if greater
- 30-59 75% of tour cost or full deposit if greater
- 0-29 100% of tour cost or full deposit if greater

YOUR FINANCIAL PROTECTION

When you buy an ATOL protected flight or flight inclusive holiday from El-Sawy Travel Limited, ATOL No. 3520, 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.

DISCLAIMER REGARDING AUDIO/VIDEO RECORDING OF PILGRIMS

When you participate in the Hajj or Umrah event or trip with our company, you will be participating in trip/event where photography, video and audio recording will occur.

By joining our group, you consent to interview(s), photography, audio recording, video recording and its/their release, publication, exhibition, or reproduction to be used for news, web casts, promotional purposes, telecasts, advertising, inclusion on web sites, or for any other purpose(s) that El-Sawy Travel Ltd, its vendors, partners, affiliates and/or representatives deems fit to use. You release El-Sawy Travel Ltd, its officers and employees, and each and all persons involved from any liability connected with the taking, recording, digitizing, or publication of interviews, photographs, computer images, video and/or or sound recordings.

By joining our group, you waive all rights you may have to any claims for payment or royalties in connection with any exhibition, streaming, web-casting televising, or other publication of these materials, regardless of the purpose or sponsoring of such exhibiting, broadcasting, web-casting or other publication irrespective of whether a fee for admission or sponsorship is charged. You also waive any right to inspect or approve any photo, video, or audio recording taken by El-Sawy Travel Ltd or the person or entity designated to do so by El-Sawy Travel Ltd.

You have been fully informed of your consent, waiver of liability, and release before joining our group.

PLEASE NOTE: We Strongly advise you to make your own travel insurance for your peace of mind and to protect you against any unforeseen circumstances / cancellations.

FOR OUR FULL TERMS & CONDITIONS PLEASE VISIT OUR WEBSITE : www.elsawy.com