



Ibrahim Tours Ltd
56-60 Nelson Street
London
E1 2DE

T: 0208 150 7155 / 0207 041 9182
M: 07946 293 102 / 07903 628 326
admin@ibrahimtours.com

Ibrahim Tours Ltd - TERMS AND CONDITIONS

These Booking Conditions, together with our Privacy Policy and any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with Ibrahim Tours Ltd.

1a Definitions

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

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

Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions references to “You”, “Your”, “customer”, “client”, “pilgrim”, “lead passenger” or “the second party “ include the first named person on the booking and all persons named on the Booking Form or any other person to whom a booking is added or transferred.

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.

Ministry of hajj & Umrah is referred as (MOHU)



Ministry of Tourism is referred as (MOT)

Ministry of Transport is referred as Naqqabah Local agent appointed by

Ministry of Hajj is referred as (Saudi Mutawwif Service)

1b Interpretation

The definitions in this clause apply to these Terms:

“Booking Form”: Your Booking Form for the Services as set out overleaf. “Force Majeure Event”: shall have the meaning given in clause 20. “Services”: the services that we are providing to you as set out in the Booking Form. “Terms”: the terms and conditions set out in this document. Writing or written: includes faxes and e-mail (note that we will assume that your email address is correct as provided to us and that you understand the risks associated with using this form of communication).

1c 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:

You accept our written/verbal quote and any form of consideration are paid.

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).

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).

1d 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.
- 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 & Umrah (MOHU) and are readily available on request.

1e 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.

2a THE SERVICES FOR HAJJ & UMRAH

2b General

Your Hajj/Umrah travel package with Us shall consist of Your visa, accommodation and flights to and from Saudi Arabia and transport within Saudi Arabia, as Well as such other services outlined in Your booking form/agreement. The purpose of these Services is to allow You to complete the holy pilgrimage of Hajj/Umrah in Saudi Arabia and as such You accept that this is by no means Your normal package or leisure holiday of any sort. You make Your booking with Us being completely aware of these facts.

Due to the large number of pilgrims in Saudi Arabia for the Hajj/Umrah pilgrimage, the cities and towns are overcrowded. This has knock on effect on the public services, transport and accommodation within the country. You hereby accept that the Services are at all times dependent on the Ministry of hajj and Umrah (MOHU) and Saudi Arabian authorities within Saudi Arabia, over which We have no jurisdiction / control.

2c. 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:

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.

- I. Four recent passport size colour photographs on a white background.
- II. Passports should be valid for a minimum of 6 months from the proposed departure date.
- III. 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).
- IV. 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.
- V. 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
- VI. 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.

2d. Passports, Visas & Health formalities

As part of the Services, We will apply to the Saudi Embassy for the Hajj/Umrah visa required to enter Saudi Arabia for the Hajj/Umrah pilgrimage. Please note that We have a limited number of visas for which We are permitted to apply and once We have met our quota, no further visas can be issued. Once issued, the Hajj visa cannot be re-issued in the event of loss or damage and it cannot be transferred to another person in any circumstances.

It is Your responsibility to check and fulfil the passport, visa, health and immigration requirements applicable to the Services and required for the issuance of the visa. We accept no responsibility for any visa application delay or rejection of a visa by the Saudi Embassy. You must check requirements for Your own specific circumstances and with Your own doctor as applicable.

We do not accept any responsibility if You cannot travel, or incur any other loss because You have not complied with any passport, visa, immigration requirements or health formalities. You agree to reimburse Us in relation to any fines or other losses which We incur as a result of Your failure to comply with any passport, visa, immigration requirements or health formalities.

Please note that once visas have been issued, no refunds can be issued in the event You cancel Your arrangements. We will deduct the cancellation charge(s) from any monies You have already paid to Us.

If the reason for Your cancellation is covered under the terms of Your insurance policy, You may be able to reclaim these charges.

IMPORTANT NOTE: Visas are non-transferable and We only have a limited quota of visas for which We can apply. Once We have met our quota of visa applications, We will not be able to apply for any further visas, regardless of the circumstances. Due to the laws and regulations of Saudi Arabia, women are unable to travel to Saudi Arabia on their own and must at all times be accompanied by a male companion who is the woman's husband, brother, son or father. In the event that, after the issuance of visas, the named male on any booking is unable to travel, because visas cannot be transferred after they have been issued, the entire booking will be treated as cancelled and no refund shall be given. For this reason We will wait as long as We can before issuing the visas for Your group in order to reduce the risk of this happening. If, before the visa is issued, the male member of the group has to cancel, if his place can be transferred to another male who meets all necessary requirements, We may be able to transfer the place (subject to payment of all additional sums and his satisfying any visa application requirements). However once the visa has been issued, it cannot be transferred and due to the limited number of visas being issued, We will not be able to apply for another visa and therefore the entire group booking will have to be cancelled. Due to the late nature of this cancellation, no refunds will be possible.

2c. Refusal of Entry at the border

As a tour company We make sure that You have all the information You need regarding crossing the border prior to Your trip, however We have no control over the procedures and systems followed by the border authorities, so We can't guarantee Your entry at the border.

Please be aware that if a customer is denied entry at the border by the border authorities for any reason, We can't be responsible for that, hence the cancellation terms shown below would be applicable.

It will be Your responsibility to return to Oman/Egypt/Turkey/Jordan (whichever stopover you use). and make Your own accommodation, hence We will not be liable for any cost during that time We will try to assist You as much as We can.

If the trip is two way, You will have to return to the origin of the country i.e. destination where You started, However You can stay in Oman/Egypt/Turkey/Jordan during the remaining time that You have, You will be without the aid of the tour operator at Your own expense.

If the trip is three way, You can remain in Oman/Egypt/Turkey/Jordan without the aid of the tour operator at Your own expense until the return of the group.

Please note it is illegal to provide any false details to obtain the visa. If You provide false information, documents or passports in support of Your visa application, You will be refused a visa and all future applications may be refused. Your attempts to abuse the immigration system may be reported to the relevant authorities.

2d. 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 MOHU. 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.

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.

2e Hajj

When You arrive into the KSA, before being allowed access on to the buses provided by the MOHU, 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 MOHU 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 MOHU. 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 MOHU. 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.

2f 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.

2g Accommodations

All accommodation is shared and is of economy standard (unless otherwise agreed in writing); star rating is provided by the hotels according to the Saudi Ministry of Trade standards and is quoted for guidance only; these are Saudi rated not necessarily British rating equivalent. You accept that accommodation may be of a lower standard than that expected. This is because accommodation within the holy cities at this time is in such high demand and all accommodation will have to be shared unless prior agreement made.

If You wish to share accommodation with Your husband, wife or family, You must make a special request for this at the time of booking, and if available, a supplement will be payable.

During Hajj/Umrah accommodation may be 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.

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 pilgrim's 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 MOHU. 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 actual Hajj days please note that there will be no tents provided in Muzdalifah (barren ground surrounded with mountains) and You are responsible for making Your own sleeping arrangements.

2h Transportations

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 in-going flights, any internal transportation and any excursions organised during the travel package.

Transport within KSA is provided by, controlled and governed by the MOHU 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 will endeavour to do our best to assist where We are able to noting that additional charges may apply.

The Package Travel Regulations 1992 provide that in the event that You experience difficulty on the occurrence of circumstances described in clauses 18 (2) (a) (b) (c) or (d) of these booking conditions, We will provide You with prompt assistance. Where You experience a delay which is not owing to any failure by Us, our employees or sub-contractors, this prompt assistance is likely to extend to providing help in locating refreshments, accommodation and communications but not paying for them. Any airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and You should make a claim directly to them. Subject to the other terms of these conditions, We will not be liable for any costs, fees or charges You incur in the above circumstances, if You fail to obtain our prior authorisation before making Your own travel arrangements.

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 set out in clause 10 of these booking conditions (which includes the behaviour of any passenger(s) on any flight who, for example, fails to check in or board on time).

The carrier(s), flight timings and types of aircraft shown in this brochure or on our Website and detailed on Your confirmation invoice are for guidance only and are subject to alteration and confirmation. We shall inform You of the identity of the actual carrier(s) as soon as We become aware of it. The latest flight timings will be shown on Your tickets which will be despatched to You approximately two Weeks before departure. You should check Your tickets very carefully immediately on receipt to ensure You have the correct flight times. If flight times change after tickets have been dispatched We will contact You as soon as We can to let You know. Please note the existence of a "Community list" (available for inspection at http://ec.europa.eu/transport/air-ban/list_en.htm) detailing air carriers that are subject to an operating ban with the EU Community.

3a. Surcharges

The price of Your travel arrangements has been calculated Using local exchange rates as quoted to the following currencies: 4.9+ Saudi Riyal/£1GBP. Subject, to market fluctuations.

The price of Your confirmed package is subject at all times to variations in:

- I. Transportation costs, including the cost of fuel; or
- II. Dues, taxes, Fees charged by the Saudi ministry or fees chargeable for services such as visa fees, landing taxes or embarkation or disembarkation fees at ports and airports.

4a. 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.

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.

5a. Laundry

We do not include laundry services in our packages so Use of a Hotel laundry service or a Third party is at Your discretion. We are not responsible for loss, damage or alterations to Your clothes.

6a. 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 damaged caused by You.

Full payment for any such damage or losses must be paid directly to the supplier concerned prior to departure. If You fail to make payment, You will be responsible for meeting any claims (including legal costs) subsequently made against Us as a result of Your actions together with all costs We incur in pursuing any claim against You. We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with Your booking arrangements or with Us.

7a. Risk & Insurance

When You make Your booking with Us You acknowledge there is an element of risk associated with travel generally, particularly pilgrimage in Saudi Arabia during Hajj and Umrah seasons. 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 what so ever, in respect of which insurance cover would otherwise have been available.

8a Payments, Changes & Cancellation

We accept payments for Bookings by cash and online transfers only. We do not accept credit card payments.

Cash payments should be made in person at the office only and if paid into our account, any bank charges will be passed on to You.

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/invoice 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.

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 to be charged to You*
More than 90 days	0% Charge – Full refund unless airline tickets, transport, accommodation or visa have been confirmed, or where the deposit amount was non –refundable.
55-89 days	80% will be charged and 20 % refunded (unless your booking is non-refundable and then the full amount is due)

45-54 days	95% will be charged and 5% will be refunded (unless your booking is non-refundable and then the full amount is due)
0-44 days	100% will be charged, nothing will be refunded

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 MOHU 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 cancelation 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.

Full refund of all monies paid.

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.

The exchange rates Used to calculate Your arrangements; Such variations could include but are not limited to airline cost changes which are part of our contracts with airlines (and their agents) and any other transport providers. We will absorb and You will not be charged for any increase equivalent to 2% of the price of Your travel arrangements, which excludes insurance premiums and any amendment charges and/or additional services or travel arrangements. You will be charged for the amount over and above that, plus an administration charge of £100.00 per person together with an amount to cover agents' commission.

If this means that You have to pay an increase of more than 10% of the price of Your confirmed travel arrangements (excluding any insurance premiums, amendment charges and/or additional services or travel arrangements), You will have the option of cancelling and receiving a full refund of all monies paid to Us, except for any insurance premiums and any amendment charges and/or additional services or travel arrangements. Should You decide to cancel for this reason, You must exercise Your right to do so within 14 days from the issue date printed on Your final invoice.

We will consider an appropriate refund of insurance premiums paid if You can show that You are unable to transfer or reuse Your policy.

There will be no change made to the price of Your confirmed package within 30 days of Your departure nor will refunds be paid during this period.

Should the price of Your package go down due to the changes mentioned above, by more than 2% of Your confirmed package cost, then any refund due will be paid to You. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of Your travel due to contractual and other protection in place.

9a. Other Activities

Excursions or other activities that You may choose to book or pay for whilst You are abroad are not part of Your contracted arrangements with Us. For any excursion or other activity that You book, 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.

10a. Events outside our Control

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside our reasonable control (“Force Majeure Event”).

- I. 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:
- II. Strikes, lock-outs or other industrial action
- III. Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
- IV. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster
- V. Impossibility of the Use of railways, shipping, aircraft, motor transport or other means of public or private transport
- VI. Impossibility of the Use of public or private telecommunications networks.

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

11a. Notices and Communications

If You wish to contact Us in writing, or if any clause in these Terms requires You to give Us notice in writing (for example, to cancel the contract), You can send this to Us by e-mail (admin@ibrahimtours.com) or either by hand or by pre-paid [Ibrahim Tours, 56-60 Nelson Street, London E1 2DE]. We will confirm receipt of this by contacting You in writing. If we have to contact You or give You notice in writing, We will do so by e-mail, by hand, or by pre-paid post to the address You provide to Us in the Booking Form/invoice.

12a. Special Request

Any special requests must be advised to Us at the time of booking e.g. diet, room location, a particular facility at a hotel etc. You should then confirm Your requests in writing. Whilst every effort will be made by Us to try and arrange Your reasonable special requests, We cannot guarantee that they will be fulfilled. The fact that a special request has been noted on Your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed. We do not accept bookings that are conditional upon any special request being met.

13a. Disabilities & Medical Problems

We are not a specialist disabled travel company, but We will do our utmost to cater for any special requirements You may have. If You or any member of Your party has any medical problem or disability which may affect Your stay, please provide Us with full details before We confirm Your booking so that We can try to advise You as to the suitability of Your chosen arrangements. We may require You to produce a doctor's certificate certifying that You are fit to participate in the pilgrimage. Acting reasonably, if We are unable to properly accommodate the needs of the person(s) concerned, We will not confirm Your booking or if You did not give Us full details at the time of booking, We will cancel it and impose applicable cancellation charges when We become aware of these details.

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.

14a. Data Protection

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. Our full Data Protection Policy can be found here www.ibrahimtours.com

15a. 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.

If We cannot agree to resolve Your complaint, You may approach NPOA (National Pilgrimage Organisers Association) info@npoa.org.uk who has an Arbitration Panel which will deal with Your complaint independently

Any and all claims made against Us will be limited to 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.

16a. Our Liability to you

1. We will accept responsibility for the arrangements We agree to provide or arrange for You as an “organiser” under the

Package Travel and Package Tours Regulations 1992 as set out below. Subject to these booking conditions, if We or our suppliers negligently perform or arrange the services which We are obliged to provide for You under our contract with You, as set out on Your confirmation invoice, We will pay You reasonable compensation. The level of such compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these conditions and the extent to which ours or our employees’ or suppliers’ negligence affected the overall enjoyment of Your packages. Please note that it is Your responsibility to show that We or our supplier(s) have been negligent if You wish to make a claim against Us.

2. We will not be responsible or pay You compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:-

The act(s) and/or omission(s) of the person(s) affected;

The act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which Were unforeseeable or unavoidable; or unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or an event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.

3. We limit the amount of compensation We may have to pay You if We are found liable under this clause:

Loss of and/or damage to any luggage or personal possessions and money:

The maximum amount We will have to pay You in respect of these claims is an amount equivalent to the excess on Your insurance policy which applies to this type of loss per person in total because You are assumed to have adequate insurance in place to cover any losses of this kind.

- I. Claims not falling under (a) above and which don’t involve injury, illness or death: The maximum amount We will have to pay You in respect of these claims is twice the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and You or Your party has not received any benefit at all from Your booking.

II. Claims in respect of international travel by air, sea and rail, or any stay in a hotel:

The extent of our liability will in all cases be limited as if We Were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel);

The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements).

You agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to You on that journey. When arranging transportation for You, We rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of Your contract with Us, as Well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.

In any circumstances in which a carrier is liable to You by virtue of the Denied Boarding Regulation 2004, any liability We may have to You under our contract with You, arising out of the same facts, is limited to the remedies provided under the

Regulation as if (for this purpose only) We Were a carrier.

iii. When making any payment, We are entitled to deduct any money which You have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.

iv. It is a condition of our acceptance of liability under this clause that You notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions. Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance We may reasonably require.

vi. Please note, We cannot accept any liability for any damage, loss or expense or other sum(s) of any description: which on the basis of the information given to Us by You concerning Your booking prior to our accepting it, We could not have foreseen You would suffer or incur if We breached our contract with You; or relate to any business.

17a. Changed by you

If You wish to change any part of Your booking arrangements after our booking confirmation has been issued, You must inform Us in writing/email/phone as soon as possible. This should be done by the first named person on the booking. Whilst We will do our best to assist, We cannot guarantee that We will be able to meet Your requested change. Where We can meet a request, all changes will be subject to payment of an administration fee of £100 per person per change as Well as any applicable rate changes or extra costs incurred as Well as any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. You should be aware that these costs could increase the closer to the departure date that changes are made and You should contact Us as soon as possible.

Where We are unable to assist You and You do not wish to proceed with the original booking We will treat this as a cancellation by You. A cancellation fee may be payable. If You are prevented from travelling it may be possible to transfer Your booking to another suitable person provided that written notice is given. An administration fee will be charged, details available upon request.

Note: Certain arrangements may not be amended after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.

18a. Conditions of Suppliers.

You acknowledge that certain parts of the Services will be provided to You by third party suppliers, for example certain transport and accommodation, (“Third Party Services”). Such Third Party Services include, but are not limited to, all transport within Saudi Arabia and the quality and location of and the space provided by any tents provided, each of which is provided and controlled by the Saudi Arabian Hajj Ministry. These Third Party Services may be provided in accordance with their own terms and conditions which will form part of Your contract with Us. Some of these terms and conditions may limit or exclude the supplier’s liability to You, Usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from Us or the supplier concerned.

19a. 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.

We provide financial security for flight inclusive Hajj packages and ATOL protected flights. We do this by way of a bond held in favour of the Civil Aviation Authority under ATOL number 11315. When You buy an ATOL protected flights 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. For further information, visit the ATOL Website at www.atol.org.uk. The price of our flight inclusive arrangements includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) We pay to the CAA. This charge is included in our advertised prices. Not all packages or travel services offered and sold by Us will be protected by the ATOL Scheme. ATOL protection extends primarily to Customers who book and pay in the United Kingdom.

When You buy an ATOL protected flight or flight inclusive package 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, the ATOL holder must ensure the terms of its Agreement 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). 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.

20a. Exclusions & Complimentary Services

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.

21a. Disclaimer Part 1

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.

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 prayers in Madinah by staying for 8 days. 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 Kingdom of Saudi Arabia, the MOHU and Naqqabah (Ministry of Transport) are solely responsible for the movement of Hajj pilgrims between Jeddah, Makkah, Mina, Arafah, Muzdalifah and Madinah or any other point of pilgrimage in the Kingdom of Saudi Arabia. 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 Kingdom of Saudi Arabia the MOHU has sole responsibility for the allocation of Tents in Mina & Arafat, Our local agent (Saudi Mutawwif 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.

21b. Disclaimer party 2, regarding audio/video of pilgrims

During our trip (**and only with your permission**); photography, video and audio recording may occur. By joining our group, 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 and 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 [Ibrahim Tours Ltd, 56-60 Nelson Street, London E1 2DE] or the person or entity designated to do so by [Ibrahim Tours Ltd, 56-60 Nelson Street, London E1 2DE]

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

22a. Jurisdiction & 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.