



SULTANIA HAJ AND UMRA TOURS LTD BOOKING TERMS AND CONDITIONS

These Terms & Conditions, together with our Privacy Policy and any other written information we have provided you or brought to your attention before we confirmed your booking, form the basis of your contract with **SULTANIA HAJ AND UMRA TOURS LTD** (hereafter “SHAUT”, we “we” or “us”).

Please read them carefully as they set out our (SHAUT and the traveller hereafter you and your –see below) respective rights and obligations. In these Terms & Conditions references to "you" and "your" include all of the persons named on the Booking Form or any other person to whom a booking is added or transferred.

By making a booking, the first named person on the booking, unless otherwise stipulated by express written authority, agrees, on behalf of all persons detailed on the booking that:

- i. He/she is over 18 years of age and resident in the United Kingdom and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services.
- ii. He/she has read these terms and conditions and has the authority to do so and agrees to be bound by them;
- iii. He/she consents to our use of information in accordance with our Privacy Policy;

1. 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 below. “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.

‘We’, ‘US’ or ‘SHAUT’ refers to **SULTANIA HAJ AND UMRA TOURS LTD**. 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).

2. THE SERVICES & YOUR EXPECTATIONS Your Hajj package with us shall consist of your visa, accommodation, flights to and from Saudi Arabia and transport within Saudi Arabia, as well as such other services outlined in your booking form (“the Services”). The purpose of these Services is to allow you to complete the holy pilgrimage of Hajj in Saudi Arabia and as such you accept that this is by no means your normal package or leisure holiday. You make your booking with us being completely aware of this.

You are also made aware at the time of your booking as follows:

- i. You accept that the Services are at all times dependent on the Ministry of Hajj (hereafter ‘MOH’) and Saudi Arabian authorities within Saudi Arabia, over which we have no control.
- ii. Transport within Saudi Arabia is provided by the MOH and is public – there are **NO** private transfers. This transport 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.
- iii. Furthermore it remains your responsibility to ensure that your luggage is loaded and unloaded from the MOH buses, and we cannot accept any responsibility for loss or damage to your luggage whilst it is transported on these buses.
- iv. All accommodation is shared and is of economy standard (unless otherwise agreed in writing). In some of the holy places, accommodation will be in the form of tents or sleeping bags. Hotel star ratings are 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.
- v. 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. Otherwise, all accommodation is segregated and communal and whilst we will make efforts to place you with the group with which you’re travelling we cannot make any guarantees about this and accept no liability in the event you’re not placed in the same accommodation.
- vi. Please be aware that your ‘stay’ in the holy places of Mina, Arafat and Muzdalifah for five days is a requirement of the Hajj pilgrimage. Accommodation in Mina and Arafat is in the tents provided by the MOH. Please note that there will be no tents in Muzdalifah and you will need to make arrangements to bring your own sleeping bag as these will not be provided. Furthermore, there will be no designated sleeping areas and you must acknowledge that you will be sleeping on roadsides/open ground. There will be no shelter and very limited toilet facilities. If you decide not to visit these holy places for whatever reason (including where you don’t wish to stay in tents/sleeping bags) then this is entirely at your own discretion and cost, **but it should be noted that if this is what you choose to do you will not have completed the Hajj pilgrimage.**
- vii. Meals will be provided on a ‘full board’ or ‘half board’ basis depending on what you have booked with us. Food may also be provided in Mina and/or Arafat, depending on the package you have opted for (please refer to your Booking Form) however no meals will be provided in Muzdalifah. All meals will be provided in accordance with Saudi laws and regulations and all restaurants, takeaway and kitchens used are approved by the MOH. However, please note that all meals will be prepared for the majority and will not be made to order for any individual. We have no control over the content or type of meal/food provided. If you are not happy with the meals being provided, you will have to purchase your own meals at your own cost – and you will not be entitled to any refund from us. We once again remind you that this is not a holiday and therefore food will be basic but sufficient for its purpose as sustenance.



- viii. 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. Please ensure that you carry your travel documents and passports with you at all times. When you arrive in Saudi Arabia, before being allowed access on to the buses provided by the Hajj Ministry, 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 control. We cannot accept liability for any loss or damage to your passport whilst it is in the possession of the Hajj Ministry. You accept that failure to provide your passport to the authorities when requested to do so will mean that you will not be allowed access to the buses to continue on your journey. We cannot accept any liability in these circumstances and no refunds or payment of any kind shall be given. Your itinerary will be governed by the Islamic calendar, the Saudi authorities, and the Ministry of Hajj. Therefore your itinerary is subject to change at all times and you accept that we cannot accept any liability in these circumstances. Furthermore, due to the nature of the Hajj pilgrimage, your itinerary is on a very tight schedule and you must ensure that you are at all departure points at the time specified on your itinerary in order to commence the next stage of the pilgrimage. Failure to be present at the departure points by the time specified on the itinerary means that the group may leave without you and we cannot accept any liability for this. Please ensure you manage your expectations accordingly and by making a booking with us, you are deemed to have accepted these caveats.

3. OUR CONTRACT WITH YOU

- 3.1(a) These are the terms and conditions on which we supply the Services to you.
(b) Please ensure that you read these Terms carefully, and check that the details on the Booking Form and in these Terms are complete and accurate, before you sign the Booking Form. If you think that there is a mistake, please contact us to discuss, and please make sure that you ask us to confirm any changes in writing to avoid any confusion between you and us.
(c) We consider that these Terms and the Booking Form constitute the whole agreement between you and us.
- 3.2 Any samples, drawings or advertising we issue, and any descriptions or illustrations contained in our catalogues or brochures, 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 between you and us or any other contract between you and us for the supply of the Services.
- 3.3 If any of these Terms are inconsistent with any term of the Booking Form, the Booking Form shall prevail.
- 3.4 The Booking Form is an offer by you to enter into a binding contract with us, which we are free to accept or decline at our absolute discretion.
- 3.5 These Terms shall become binding on you and us when:
(a) we issue you with written acceptance of a Booking Form; or
(b) we notify you that we are able to provide the Services,
whichever is the earlier, at which point a contract shall come into existence between us.
- 3.6 If you amend or cancel a Booking Form, your liability to us shall include payment to us of all costs we reasonably incur in fulfilling the Booking Form and all associated contracts entered into with third parties as a consequence.
- 3.7 We have the right to revise and amend these Terms from time to time. You will be subject to the policies and terms in force at the time that you complete the Booking Form, unless any change to those policies or these Terms is required by law or government or regulatory authority in which case it will apply to any order which you have previously placed with us and that we have not yet fulfilled.

4. QUALITY OF SERVICES

- 4.1 Unless we are prevented from doing so by a Force Majeure Event, we will provide Services which:
(a) conform in all material respects with their description;
(b) are carried out with reasonable care and skill;
(c) are fit for any purpose we say the Services are fit for, or for any purpose for which you use the Services and about which you have informed us, or we could reasonably expect you to use the Services;
(d) are free from material defects in design, material and workmanship; and
(e) comply with all applicable statutory and regulatory requirements for supplying the Services in the United Kingdom.
- 4.2 This warranty is in addition to your legal rights in relation to services which, are not carried out with reasonable skill and care or which otherwise do not conform with these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.
- 4.3 These Terms apply to any replacement Services we supply to you in the unlikely event that the original Services do not conform with these Terms.
- 4.4 Whether you book alone or as a group, we will only deal with the lead booking name in all subsequent correspondence, including changes, amendments and cancellation. You must be 18 years old at the time of booking and possess the legal capacity and authority to book as the lead name and travel with us. You are responsible for ensuring the accuracy of the personal details or any other information supplied in respect of yourself any other person travelling on the booking and for passing on any information regarding the booking or any changes made in relation thereto, to all persons travelling on such booking, including but not limited to information on schedule changes or copies of booking confirmations.
- 4.5 You must provide us, in sufficient time, with any information and instructions relating to the Services that is or are necessary to enable us to provide the Services in accordance with these Terms. If you do not, or you provide us with incomplete, incorrect or inaccurate information or instructions, we may cancel the order by giving you written notice, or we may make an additional charge of a reasonable sum to cover any extra work that is required.



4.6 It is a condition of your order with us that you and all other members of your party, including infants and children, are adequately insured whilst travelling. Any person who is under 18 years old must be accompanied by an adult on his or her journey and any female members of your party must be accompanied by a 'mahram'. Please note that the rules governing the qualification of a mahram are implemented by the Ministry of Hajj and are readily available on request.

4.7 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") and accept that the supply of such Third Party Services is outside of our control. We will use our reasonable endeavours to ensure that these Third Party Services are provided in accordance with clause 3.1, but you acknowledge that we cannot guarantee this will happen. 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.

5. **ACCURACY** We endeavour to ensure that all the information and prices both on our website and in our brochures are accurate; however occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the arrangements that you wish to book before your booking is confirmed. We cannot be responsible for any price variations or mistakes between your enquiry and final booking. Please note that package prices vary and are dependant on extraneous factors such as availability of flights, visas and accommodation. For this reason package prices may well vary depending on market forces. Please liaise with your Tour operator direct to ensure 'best and accurate' package price at the time of booking.

6. **INSURANCE** We are legally obliged to advise you to take out adequate travel insurance. Travel insurance is **NOT** included as part of your Hajj package and it remains **YOUR** responsibility to purchase travel 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 or illness. 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 uninsured losses under any circumstances in respect of which insurance cover would otherwise have been available.

7. DEFECTIVE SERVICES

7.1 If you have a complaint about your arrangements whilst away, you must immediately notify the supplier of the service in questions locally. If they are unable to resolve the problem immediately, and a member of our staff is not available, you should contact us straight away and we will endeavour to assist. If you do not give us the opportunity to resolve any problem locally by reporting it to the supplier, or informing us, then we may not be able to deal positively with any complain on your return.

7.2 If we cannot agree to resolve your complaint, you may approach ATOL who will deal with your complaint independently.

7.3 The Package Travel, Package Holidays and Package Tours Regulations 1992 require us to provide security for the monies that you pay for the package holidays booked from us and for your repatriation in the event of our insolvency. We provide this security by way of an ATOL 10058 administered by the Civil Aviation Authority.

8. PRICE AND PAYMENT

8.1 The price of the Services will be as set out in the Booking Form. Prices are liable to change at any time, but price changes will not affect Booking Forms that we have confirmed in writing. These prices may include VAT.

8.2 You will pay us for the Services as set out in the Booking Form and if you do not make any payment due to us by the due date for payment (as set out in the Booking Form), we may charge you a loss charge, which equates to £10 per member of your party per day for the purposes of these Terms. This loss charge shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us the loss charge together with the overdue amount.

8.3 Without limiting any other remedies or rights that we may have, if you do not pay us on time, we may cancel or suspend our performance of the Services or any other outstanding order in your name until you have paid the outstanding amounts.

9. OUR LIABILITY TO YOU

9.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of the Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into this contract.

9.2 We do not exclude or limit in any way our liability for:

- (a) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- (d) breach of the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples);
- (e) defective products under the Consumer Protection Act 1987.

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 can ask for copies of these Conventions from our offices. Please contact us. In addition, 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. ii. 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. v. 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: a. 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 b. relate to any business.

10. EVENTS OUTSIDE OUR CONTROL

10.1 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").

10.2 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:

- (a) strikes, lock-outs or other industrial action; or
- (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; or
- (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; or
- (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; or
- (e) impossibility of the use of public or private telecommunications networks.

8.3 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.

11. Amendments/ CHANGES 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 as soon as possible. This should be done ideally by the first named person on the booking and in any event as soon as is practicable. 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 £50 per person per change as well as any applicable rate changes or extra costs incurred either by SHAUT or those imposed by any one 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 will be payable unless there are exceptional circumstances such as severe illnesses, accidents or death. If you are prevented from travelling it may be possible, in some circumstances, to transfer your booking to another suitable person provided that written notice is given. In such circumstances an administration fee will be charged to both SHAUT and the final supplier of the services.

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.

12. Cancellation

12a. IF YOU CANCEL If you or any other member of your party decides to cancel your confirmed booking you must notify us in writing. Your notice of cancellation will only take effect when it is received in writing by us at our offices and will be effective from the date on which we receive it. We recommend that you use recorded delivery. In urgent scenarios please email and contact us by telephone or by attending our offices. Since we incur costs in cancelling your arrangements, you will have to pay the applicable cancellation charges up to the maximum shown below (The cancellation charge detailed is calculated on the basis of the total cost payable by the person(s) cancelling excluding insurance premiums and amendment charges which are not refundable in the event of the person(s) to whom they apply cancelling): 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.

12b. IF WE CHANGE OR CANCEL SHAUT hope that we will not have to make any changes to our Services once we have committed ourselves to them. However given that we are entirely dependant on the MOH for our services there may be some some circumstances where we may be forced to make changes. On other occasions one or other variable may require an alteration or cancellation. We reserve the right to do this at any time. We also reserve the right in any circumstances to cancel the Services. However, we will not cancel your travel arrangements less than 30 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 practicable. 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. Due to the large number of pilgrims, delays and queues are expected in Saudi Arabia. Times that we have provided are tentative and delays may occur from time to time. You are requested to abide by the times appointed by your appointed group leader as that would override printed times. **SULTANIA HAJ AND UMRA TOURS LTD** reserves the right to change the departure if necessary but will inform you of the changes made. Date changes are extremely rare and usually results from bad weather conditions. We will endeavour at all times to commit to the timetable agreed at the time of your booking. Most alterations will be minor and while we will do our best to notify you or your travel agent of any changes as soon as reasonably possible if there is time before your departure, we will have no other liability to you.

13. PASSPORTS, VISAS & HEALTH FORMALITIES As part of the Services, we will apply to the Saudi Embassy for the Hajj visa required to enter Saudi Arabia for the Hajj 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. Due to the nature of this trip please be advised The Kingdom of Saudi Arabia Law does not allow entry to Non-Muslims into Makkah or Madinah hence such persons will not be granted a Hajj Visa. A non-Muslim can also be defined as: Any person who does not believe in the ABSOLUTE and UNQUALIFIED FINALITY of the Prophet hood of Mohammad (peace and blessing be upon him 'PBUH'), or claims to be a prophet of Islam or recognises any such claimant as a prophet of Islam. 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.

14. 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 Arabia Ministry of Hajj. 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.

15. YOUR BEHAVIOUR All persons travelling with us are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of other travellers. Please remember you are performing the Holy Pilgrimage. If in our opinion or in the opinion of any our suppliers, representatives, agents or any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or concern to other travellers, or any third party or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your booking arrangements with us with immediate effect and without any written warning. We also reserve the right to report you to the authorities in some circumstances. In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave your accommodation or other service immediately, and you will be responsible for making your own way home. We will have no further obligations to you and/or your party. No refunds for lost accommodation or any other service will be made and we will not pay any expenses or costs incurred as a result of termination. You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. 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.

16. SPECIAL REQUESTS 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. We do not accept bookings that are conditional upon any special request being met.

17. 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 **WILL** 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.

18. COMPLAINTS If you have a complaint about your arrangements whilst away, you must immediately notify your group leader. If they are unable to resolve the problem immediately, and a member of our staff is not available, you should contact us straight away and we will endeavour to assist. If you do not give us the opportunity to resolve any problem locally by reporting it to the supplier, or informing us, then we may not be able to deal positively with any complain on your return. If the problem cannot be resolved and you wish to complain further, you must send formal written notice of your complaint to us at our office within 14 days of the end of your stay, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. Failure to follow the procedure set out in this clause may affect ours and the applicable supplier's ability to investigate your complaint, and will affect your rights under this contract.

19. 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. In some circumstances we can recommend third party suppliers for excursions or tours. During the Holy Pilgrimage we will NOT be recommending the services of such Tour/excursion operators and consequently 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.

20. 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").

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:

- a. Strikes, lock-outs or other industrial action; or
- b. Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- c. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- d. Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- e. 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.

21. DATA PROTECTION We will only use the personal information you provide to us to provide the Services, or to inform you about similar services which we provide, unless you tell us that you do not want to receive this information.

22. DELAYS & MISSED TRANSPORT ARRANGEMENTS 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. 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 holiday 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 20 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.

24. DISCLAIMER REGARDING AUDIO/VIDEO RECORDING OF PILGRIMS During our trip; 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 **SULTANIA HAJ AND UMRA TOURS LTD**, its vendors, partners, affiliates and/or representatives deems fit to use. You release **SULTANIA HAJ AND UMRA TOURS 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 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 **SULTANIA HAJ AND UMRA TOURS LTD** or the person or entity designated to do so by **SULTANIA HAJ AND UMRA TOURS LTD**. You have been fully informed of your consent, waiver

25. TRANSFER OF RIGHTS AND OBLIGATIONS

25.1 We may transfer our rights and obligations under these Terms to another organisation, but this will not affect your rights or our obligations under these Terms.

25.2 You may transfer your rights and obligations under these Terms to any person.

26. 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, by hand, or by pre-paid post to **SULTANIA HAJ AND UMRA TOURS LTD** 55 CECIL AVENUE ,Bradford, BD7 3BW and/ or INFO@SHAUT.CO.UK. 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.

27. DATA PROTECTION

We will only use the personal information you provide to us to provide the Services, or to inform you about similar services which we provide, unless you tell us that you do not want to receive this information.

28 GENERAL

28.1 If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

28.2 If we fail, at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.

28.3 A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

28.4 These Terms shall be governed by English law and you and we both agree to the non-exclusive jurisdiction of the English courts. INFO@SHAUT.CO.UK