

Please Tick Relevent Package Box:

YOU MAY PHOTOCOPY THIS FORM IF YOU REQUIRE MORE COPIES

Deluxe 3 Week

Deluxe 2 Week

Standard Plus 3 Week

Standard Plus 2 Week

Personal Details

Fill in all fields as this information is required for visa application. Your name must be spelt exactly as it appears on your passport.

Title: Surname:

Other Name(s):

Address:

Postcode:

Email: It is important to supply an email if you have one, to ease communication

Tel No's Home: Work: Mobile:

Date of Birth: Place of Birth:

Profession:

Previous Nationality: Present Nationality:

Marital Status: Sex: Male/Female* delete as applicable

Name of Mahram: Relationship to Mahram:
For female applicants only

Mother's Name: Sect:
Sunni, Shia etc

Passport No: Issuing Authority:

Date of Issue: Expiry Date:

Room Occupancy: Double/Triple/Quad*: Double available only on Deluxe
Quad available only on Standard Plus Have you performed Umrah? Yes/No* delete as applicable
Have you performed Hajj? Yes/No* delete as applicable

If you are travelling as a family group and would like all communication sent to the lead Passenger, please insert their name

How did you hear about us: Recommendation/Direct Mail/Internet/Customer/Other (please state):

Medical Information

Please state any medical condition that you may suffer from & how it might affect you on your journey:

Are you a wheelchair user? Yes/No* Are you able to walk for 1 mile unassisted? Yes/No* delete as applicable

Please enter the name of the person accompanying you who will assist you:

Emergency Contact

Please give details of someone who may be contacted in case of an emergency:

Name:

Address:

Postcode:

Telephone No's Home: Work: Mobile:

Payment

I have enclosed a cheque/postal order for the sum of £ payable to "Al-Hidaayah Travel Ltd" as a non-refundable deposit for passenger(s) at £1000 each.

Declaration

I confirm that the information given on this form is true to the best of my knowledge.
I have read and agree to abide by the terms and conditions of Al-Hidaayah Travel Ltd.

Signature: Date:



TERMS AND CONDITIONS OF BOOKING

1. Definitions and Interpretation

- 1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings: "Agreement" means the agreement between Us and You for You and any persons named on the Confirmation of Booking to participate in the Tour in accordance with these Terms and Conditions and the Brochure; "Booking Form" means the form on which booking details are submitted, such form supplied by Us either as a paper copy or as a PDF document; "Brochure" means the brochure detailing the Tour as published by Us in respect of the year in which the Tour is to be taken; "Confirmation of Booking" means Our confirmation to You that Your booking has been accepted; "Tour" means the Hajj experience as described in these Terms and Conditions and the Brochure; "Us", "We" or "Our" means Al-Hidayah Travel Ltd whose main place of business is at 436 Coventry Road, Small Heath, Birmingham, B10 0UG; and "You" or "Your" means the person whose signature appears on the Booking Form and whose details are set out in the Confirmation of Booking as being the person making the booking.
- 1.2 The headings in these Terms and Conditions are for convenience only and shall not affect their interpretation.
- 1.3 References to the Agreement shall include the Terms and Conditions and Brochure (subject to clause 2.6) as they are amended from time to time in accordance with the terms of these Terms and Conditions.
- 1.4 Words importing the singular number include the plural, words importing any particular gender include all other genders and references to persons shall include bodies corporate and unincorporated and (in each case) vice versa.
- 1.5 References to any statute or statutory provision shall be construed as referring to that statute or statutory provision as it may from time to time be amended, modified, extended, re-enacted or replaced and including all subordinate legislation or guidance made under it.
- 1.6 Any reference to "including" shall mean "including without limitation".
- 1.7 References to Clauses and Sub-Clauses are to Clauses and Sub-Clauses of these Terms and Conditions.
- 1.8 In the event of any conflict between the terms of these Terms and Conditions and the Brochure, the Terms and Conditions shall prevail.

2. Package details

- 2.1 There are four choices of packages:-
- 2.1.1 standard plus 2 Week;
- 2.1.2 standard plus 3 Week;
- 2.1.3 deluxe 2 Week
- 2.1.4 deluxe 3 Week
- 2.2 The deluxe package provides for accommodation based on triple occupancy through You may choose to upgrade to double occupancy (deluxe package only). If You require double occupancy then this should be specified on the Booking Form. If double occupancy is available this shall be confirmed in the Confirmation of Booking.
- 2.3 The standard package provides for accommodation based on quad occupancy, you may choose to upgrade to triple occupancy. For the avoidance of doubt where You choose the standard package there is no option to upgrade to double occupancy.
- 2.4 Where You are a single traveller or the number of people travelling in Your party is not divisible by three or four (in the case of the standard package) or two or three (in the case of the deluxe package and depending on whether You have opted for a double or triple room) We may still be able to accommodate You or all members of Your party (as applicable) on the Tour subject to availability and payment of a supplement. The exact amount of the supplement payable will be advised to you before Confirmation of Booking. A child will count as an occupant only where it requires a bed.
- 2.5 The items included in and excluded from each package are as set out in the Brochure. Please note that the cost of sacrifice is not included in either the standard or deluxe packages.
- 2.6 The photographs of landmarks featured in the Brochure are for illustrative purposes only and to give an idea of what You may experience during the Tour. The photographs of hotel rooms are also included only to indicate the type of accommodation You can expect to stay in and your hotel room may differ from those depicted.
- 2.7 There is no minimum age for travel. However, children and infants must be accompanied by a responsible adult who will usually be a parent or immediate relative.

3. Booking

- 3.1 Prior to booking We strongly recommend that You have carefully read and understood these Terms and Conditions which shall, subject to clause 3.3, form the basis of the Agreement between You and Us to the exclusion of all other terms and conditions. Places are allocated on a first come first served basis and early booking is advised in order to avoid disappointment.
- 3.2 When You have selected the package of Your choice please complete the Booking Form. You should ensure that all details entered on the Booking Form are complete and accurate. Please note that a Booking Form will not be accepted unless it is signed and dated.
- 3.3 These Terms and Conditions shall apply to all bookings except so far as expressly agreed otherwise in writing by Our authorised representative. You should not rely on any statement, promise or representation made or given by or on Our behalf which is not set out in the Agreement. Nothing in this clause will exclude or limit Al-Hidayah's liability for fraudulent misrepresentation.
- 3.4 Our submission of the Booking Form to Us is Your offer to book a place on the Tour for You and those persons named on the Booking Form subject to these Terms and Conditions.
- 3.5 In signing the Booking Form You agree to be responsible for and guarantee payment in respect of all persons named on the Booking Form. You also agree to be responsible for the behaviour of all persons travelling with Your party for the duration of the Tour. We will correspond directly and only with you and all documents will be sent to the address for You that appears on the Confirmation of Booking. It is your responsibility to ensure that all persons travelling in Your party are aware of the information relevant to the Tour and that they conduct themselves in an appropriate manner having regard to the sacred nature of the Tour.
- 3.6 Please send your Booking Form to the address printed in section 1 next to the definition "Us", "We" or "Our". The deposit or full amount (as applicable) is due and payable in accordance with clauses 5.1 and 5.3 (as applicable) at the time of submitting the Booking Form. A Booking Form is not valid and will not be accepted until such payment is received.
- 3.7 If we accept Your booking we will send you a Confirmation of Booking. We will use reasonable endeavours to send the Confirmation of Booking via first class post within [10] working days of us receiving the Booking Form. Upon issue of the Confirmation of Booking, a legally binding agreement will be deemed to have come into effect on the date that appears on the Booking Form. If you send the Booking Form [2 weeks] or less before the date of departure, a legally binding agreement will be deemed to have come into effect on the date when We confirm the booking to You, which may be or may not be in writing.
- 3.8 From the date of Confirmation of Booking You shall have no right to cancel a booking due to a change of mind or change of requirement.
- 3.9 You must stipulate any dietary, mobility or other special requirements for You or any person included in Your booking on the Booking Form. Whilst we use our reasonable endeavours to cater for any such requirements, we cannot guarantee such requirements will be accommodated and cannot be held liable for any failure by us to do so.
- 3.10 You must notify us of any medical condition that You or any person travelling in Your party has. We may request further information on any such condition and You agree to provide such information (which shall be true and complete) promptly. We reserve the right to decline or cancel a booking if We believe that We are not able to provide the facilities to deal with the medical condition in question.
- 3.11 When deciding to book the trip you should be aware of the following points:-
- 3.11.1 The Tour can be physically demanding. Unfortunately we are not able to take responsibility for any pilgrims that have special requirements, unless agreed at the time of booking in accordance with clauses 3.9 and 3.10. In order to complete the rites of Hajj We require that all pilgrims are fit enough to walk for a distance of at least one mile. In case any pilgrim is not fit enough to do so, he/she should take a wheelchair with them as well as a companion who will take responsibility for them. We also strongly recommend that pilgrims seek medical clearance from their GP before booking, particularly the elderly.
- 3.11.2 Please note that the journey of Hajj cannot be equated to holiday travel. During this journey the unexpected is often the norm, despite careful planning and organisation the Hajj journey can never be taken for granted like a normal holiday. Hotels, transport and public services are all pushed to their limits during the Hajj season You should not expect the same level of service that you are used to in the UK. Due to the large number of pilgrims in a small area, the crowds can be overwhelming. Expect major traffic congestion and very long delay while moving from one location to another during the days of the rites of Hajj. These journeys can be very frustrating and unpredictable.
- 3.11.3 We use reasonable endeavours to perform Hajj according to Sunnah. However, We cannot be liable for any failure to do so.
- 3.11.4 All meetings, lectures and announcements will be delivered in English.
- 3.12 If You wish to make any change to Your arrangements following Confirmation of Booking each amendment will incur a fee of £25 per person. Any additional charges passed on to us by airlines or other suppliers will be added to this amount.

- 3.13 You agree to ensure that every person named in the Confirmation of Booking agrees to be bound by the Agreement incorporating these Terms and Conditions as if they were a party to the Agreement. In particular, you agree to ensure that each person named in the Confirmation of Booking agrees to be bound by the exclusions and limitations of liability set out in clause 13 Liability.

4. Travel Documentation

- 4.1 We are responsible for providing the Tour as detailed on the Confirmation of Booking. We use reasonable endeavours to ensure that Our work is accurate. However, it is Your responsibility to ensure that all details on the Confirmation of Booking and any other documentation that we send to You are correct. In particular, You must check your travel documents and those of any persons travelling with You and ensure that the details match those on Your passport and those of any persons travelling in Your party. Where there are any discrepancies in any of the documentation You must advise us immediately. Failure to do this may prevent you from participating in the Tour.
- 4.2 Travel documents will be issued in the following ways:-
- 4.2.1 Collection by You at the Pre-Hajj seminar to which all participants are invited to attend;
- 4.2.2 Sent by post to Your address by special delivery; or
- 4.2.3 Collected at the airport in exceptional circumstances only where passports are handed to Us very late due to You or any persons travelling in Your party travelling prior to the Tour.
- 4.3 No travel documents will be issued until the full and final payment has been received.
- 4.4 Where documents are sent by post pursuant to clause 4.2.2, they are sent at Your risk and we cannot be liable for items lost in the post.
- 4.5 Should tickets become lost or stolen, it is necessary to complete an indemnity form to be passed to the airline. Some carriers are then prepared to issue replacement tickets immediately but may impose a fee for this. Other airlines require full payment to issue replacement tickets and will refund the amount paid for the original documents at a later date. You should be aware that this process can take up to 18 months.
- 4.6 Unused or passed air tickets are returned to the airline for authorisation and calculation of refund due. We will deduct from any refund received back from the airline an amount equivalent to the deposit and 15% of the total cost as a cancellation charge. Refunds can take up to 6 months in total.

5. Price and Payment

- 5.1 The deposit which is NON-REFUNDABLE is due and payable at the time of submitting the Booking Form. The exact amount of the deposit will be as detailed in the Brochure. Where no such amount is specified We will advise You of the exact amount of the deposit when We send You the Booking Form.
- 5.2 The balance of the price is due and payable six weeks before the date of departure.
- 5.3 Where You submit the Booking Form less than 6 weeks before the date for the balance of payment to be made pursuant to clause 5.2, the full price of the trip is due and payable with the Booking Form.
- 5.4 It is Your responsibility to ensure that the sums payable under the Agreement are made by the due date(s). Please note that it is not Our practice to send out reminders that sums are payable unless such sums are overdue.
- 5.5 If you fail to pay the deposit, the balance or any other sum due under the Agreement by the due dates Your booking may be cancelled without liability on Our part.
- 5.6 Payment can be made by the following methods:-
- 5.6.1 Cheque or postal order made payable to "Al-Hidayah" (please allow 10 days for the cheque to clear)
- 5.6.2 Cash;
- 5.6.3 Bank transfer.
- 5.7 It is possible that circumstances may arise that cause the price of the trip to increase or decrease. We may alter the price PRIOR TO a Confirmation of Booking being sent to you. After you have received a Confirmation of Booking the price of the trip will not be increased.
- 5.8 Payment shall not be deemed to have been received until it is received in cleared funds.

6. Visa applications

- 6.1 We will organise your visa application and that of any person travelling in your party and named in the Confirmation of Booking. You will offer us all assistance that we require in obtaining the visa in good time for the date of departure.
- 6.2 In particular you will provide us with the following items in respect of You and each party travelling in Your party upon our request by any deadline that we stipulate:-
- 6.2.1 Passport. This must be valid for at least 8 months on the date of travel. Non-European Community (EC) passport holders must have permanent residence, work permit or 'leave to remain with spouse' and must have entered the UK two months prior to applying. Children who have been endorsed on their parent's passport will only be granted a visa if a photo of the child has also been endorsed on the passport by the Passport Office;
- 6.2.2 4 colour passport sized photographs (must have white background);
- 6.2.3 A completed and signed visa application form which We will send to You;
- 6.2.4 A valid meningitis (ACWY) immunisation certificate.
- 6.2.5 A completed matrim relationship declaration form which We will send to You;
- 6.2.6 We strongly recommend that You arrange for insurance in respect of postage of the above documentation as we cannot be liable for any documents lost either in the post or during the visa application process unless such loss arises from Our negligence.
- 6.4 We cannot guarantee that a visa application will be granted and cannot be liable for any refusal unless such refusal arises from our negligence. If the visa is refused, we cannot be held responsible for any consequential loss e.g., loss of deposit etc.

7. Amendments and Cancellation

- 7.1 In the unlikely event that We are required to make a substantial change to an element of the Tour (which shall include a change in the departing or arriving airports, a change to a lower standard of accommodation or a change in the time of your flight departure time by more than 12 hours) We will let you know at the time of booking. Should a substantial change occur after Confirmation of Booking has been issued we will let you know as soon as reasonably possible and You may choose either to accept the Tour with the change or cancel Your Tour whereupon We will a full refund of any sums paid.
- 7.2 If you decide that you wish to cancel the booking or change any element of the Tour You must inform us in writing as soon as possible. You are also responsible for notifying us where a member of your party wishes to cancel the booking or change any element of the Tour.
- 7.3 Where You cancel the Tour prior to payment of balance the deposit is lost.
- 7.4 Where You cancel the Tour after payment of balance You will lose your deposit and 100% of the total cost of the Tour (including the deposit).
- 7.5 Where You cancel the Tour or any element of the Tour after we recommend that You check the terms of any insurance policy you may be covered by the terms of such policy. You may be covered by your insurance policy.
- 7.6 We will advise you of the exact amount of any cancellation fees before finalising the cancellation.

8. Time and Routes

- 8.1 It is not possible for You to alter the routing of your air ticket after the Confirmation of Booking has been issued. The timings of flights and any internal transportation are estimates only. Various factors may affect any timings given including adverse weather conditions, delays at check in, operational problems and airline procedures and We cannot guarantee that the departure times and duration of the journeys will be accurate.
- 8.2 You should be aware that some carriers may also have special conditions of carriage which may exclude or restrict their liability to you. If you would like to see such conditions of carriage please contact us and we will arrange for a copy to be sent to you.
- 8.3 It is Your responsibility to ensure that You and your party are at all meeting points at the relevant time. This applies to check in details, outgoing and ingoing flights, any internal transportation and any excursions organised during the Tour.

9. Data Protection

- 9.1 The personal information that You provide to Us in connection with the booking of the Tour will be treated confidentially by us. We will use Your information in order to discharge Our obligations under the Agreement. In doing so we may need to supply your personal details and the personal details of persons named in the Confirmation of Booking to third parties supplying a particular component of the Tour and/or public authorities such as customs and immigration. Such information may include details of a sensitive personal nature. By submitting the Booking Form:
- 9.1.1 You consent for Us to use your personal information and allow others to access it for the purpose of discharging our obligations under the Agreement;
- 9.1.2 You acknowledge that each person named in the Booking Form has consented (or in the case of a person under the age of 18 years old, the parent or guardian of such person has consented) to Us using their personal information and allowing others to access it for the purpose of discharging our obligations under the Agreement.
- 9.2 We may also use the personal details that You provide to Us for the following additional purposes
- 9.2.1 so we can contact You or persons named in the Confirmation of Booking (whether by post, telephone, text message or electronic mail) with details of products, services or any other information that we believe may be of interest to you;
- 9.2.2 for research and statistical purposes. Please note that the information we produce for these purposes will not include any details that could be used to identify you.

- 9.3 If you do not wish to be contacted about products, services or other information that we believe may be of interest to you, please let us know in writing.

- 9.4 Where information is given to a third party the information will be subject to that organisation's privacy and data protection policy. If you wish to have sight of such policies We will use reasonable endeavours to obtain a copy for You subject to payment of a small administrative charge, the exact amount to be advised at the time of making the request. Please note that some third party suppliers may be based outside the European Community where data protection requirements may be less onerous.

10. Insurance

- 10.1 No person can take part in the Tour unless they have adequate holiday insurance in place. This applies to all persons named in the Confirmation of Booking. The level of insurance cover that You arrange should be sufficient to cover any expenses incurred in the event of emergencies or cancellation. Please remember that the protection some policies offer may vary. We reserve the right to require evidence of holiday insurance and where holiday insurance has not been taken out, we may cancel the Agreement and refund monies paid less a sum in respect of our administrative work and any sums due to third party suppliers. You should be aware that this may equate to the total cost of the Tour.

11. Complaints

- 11.1 If you have a problem during your Tour, please tell group leader.
- 11.2 If the problem cannot be resolved in the above manner, please contact us in writing at the address set out next to the definition of "Us", "Us" or "Our" within 28 days of your return, quoting your booking reference and all other relevant information and documentation.

12. Liability

- 12.1 This Clause 13 sets out Our entire liability to You (including any liability for the acts and omissions of employees) in respect of:
- 12.1.1 the Tour;
- 12.1.2 any breach of our contractual obligations arising pursuant to these Terms and Conditions; and
- 12.1.3 any representation, statement (other than fraudulent misrepresentation) or tortious act or omission including any negligence arising under or in connection with the agreement made pursuant to these Terms and Conditions (an "Event of Liability").
- 12.2 You must tell us of any problem you experience at the earliest opportunity and in any event within the time limits set out in this clause 13. If the problem is with regard to a supplier of any component of the Tour who is not a party to the Agreement but has been involved with the performance of obligations you must also advise that party at the time and the place where the obligations concerned are supplied.
- 12.3 Notwithstanding any other provision of these Terms and Conditions, we do not seek to limit or exclude Our liability to You for death or personal injury resulting from Our own or Our employees' negligent act or omission or willful misconduct or for fraudulent misrepresentation.
- 12.4 In the case of damage arising from the non-performance or improper performance of Our obligations under this Agreement, We may pay you a reasonable amount of compensation which shall be limited in accordance with the Warsaw convention amended by the Hague Protocol 1995 (in the case of air travel) and the 1962 Paris Convention (in the case of hotel accommodation). We will not be liable to you under this clause 13.4 where the Event of Liability arises from any of the following:-
- 12.4.1 the circumstances leading to or causing the Event of Liability are attributable to You or any person named in the Confirmation of Booking;
- 12.4.2 such failures are attributable to a third party unconnected with the provision of the Tour, and are unforeseeable and unavoidable;
- 12.4.3 such Event of Liability arises out of or in connection with unusual or unforeseeable circumstances beyond Our control, the consequences of which could not have been avoided even if all due care had been exercised or arises out of or in connection with an event which We or one of our third party suppliers (as applicable), even with all due care, could not foresee or forestall.
- 12.5 Subject to clauses 13.3, 13.4 and 13.6, in all other cases our total liability to You in respect of all claims, losses, damages, costs, charges, expenses, liabilities, demands, proceedings and actions (whether arising in contract, tort, negligence, breach of statutory duty or otherwise) shall not exceed 125% of the sums paid in respect of each person named in the Confirmation of Booking in respect of whom the loss is alleged.
- 12.6 Under no circumstances shall We be liable to You for any type of loss of any nature whatsoever that does not flow directly and naturally from the Event of Liability even if such loss was reasonably foreseeable or the possibility of it being incurred had been advised.

13. Notices

- 13.1 If you need to contact us for any reason, written correspondence should be sent by first class post to the address set out at the definition of "Us", "Us" or "Our". If you would prefer to contact us by fax or by email please contact us for the relevant number and address. If we need to contact You, We contact You via first class post or by telephone using the address and/or phone number that you specify in the Booking Form. Where either Party contacts the other via post, the correspondence shall be deemed to have been given two days after the date of posting. Where We contact you by telephone, the communication shall be deemed to have been given at the time when the telephone call was made.

14. Circumstances beyond our control

- 14.1 We shall not be liable for any delay in performing obligations or for failure to perform obligations if the delay or failure results from circumstances beyond Our control including, but not limited to Act of God, refusal of licence(s), act of government, act of terrorism, fire, flood, earthquake, war, riot, explosion, accident, criminal act, civil commotion, industrial dispute, delays in transportation, adverse weather conditions, timetables being amended or cancelled by airlines, impossibility of obtaining information or any other cause outside of our control. In such circumstances We reserve the right to cancel the Agreement and refund monies paid less a sum in respect of our administrative work and any sums due to third party suppliers. You should be aware that this may equate to the total cost of the Tour.

15. General

- 15.1 No waiver or amendment of any provision of the Agreement shall be effective unless made in writing signed by both Parties. The waiver by either Party of a breach or default of any of the provisions of this Agreement by the other shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any right or omission on the part of either Party to exercise or avail itself of any right, power or privilege that it has or may have under the Agreement operate as a waiver of any breach or default by the other party.
- 15.2 The rights and obligations in this Agreement are personal to You and You are not entitled to assign or otherwise transfer any of Your rights or obligations under the Agreement.
- 15.3 If any provisions of these Terms and Conditions shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of these Terms and Conditions and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.
- 15.4 It is Our intention that the Agreement (together with any documents referred to or executed under it including these Terms and Conditions and the Confirmation of Booking) and any specific terms confirmed and agreed in writing between the Parties constitutes the entire understanding between the Parties concerning the subject matter of the Agreement. In entering into the Agreement, You should not rely on any statements, promises or representations that are not expressly incorporated into the Agreement. Nothing in this Clause shall, however, operate to limit or exclude any liability of either party for fraudulent misrepresentation.
- 15.5 No provision of the Agreement is intended to or creates any right or benefit enforceable against the Parties to the Agreement under the Contracts (Rights of Third Parties) Act 1999.
- 15.6 The law applicable to the Agreement is English law. The Agreement shall be governed by English law in every particular including formation and interpretation and the Parties agree to irrevocably submit to the exclusive jurisdiction of the English courts.

16. Hijri Calendar

- 16.1 The itinerary for all of our packages have been prepared in accordance with the Hijri/Galender Saudi Arabian calendar. If due to the actual sighting of the moon the dates for Hajj are adjusted we will be forced to change the itinerary accordingly by one or two days. Emergency alternative accommodation and transportation arrangements will be made, however these may be of a lower standard than the package that you have booked.

17. Flights

- 17.1 International flights will be provided on a major international carrier either direct non-stop or a maximum of one stop en-route. Domestic flights between Jeddah and Madinah where offered will be with Saudi Arabian Airlines.

18. Lost Baggage

- 18.1 If any baggage is lost by the Airline you must submit a claim directly with relevant airline.
- 18.2 If any baggage is lost due to negligence on Our part then our liability is limited to £70 per piece of lost baggage. Any claim against us must be made in writing, no later than 14 days after the end of the Tour.