

Please read the Terms and Conditions carefully and check with us to clarify any clauses unclear to you and send us a signed copy to confirm your agreement.

1. The Package

1. The items included in and excluded from each package are as set out in the package details.
2. Sacrifice or Hadi or Qurbani is not included in the price of the package. We shall put on notice, an announcement, about the cost of such sacrificial animal once we have negotiated the price and let you decide whether you would delegate to us the task to carry out such sacrifice in exchange of the payment for the same. You are at liberty to make such arrangements yourself independently and we shall be pleased to advise you accordingly.
3. All photographs of landmarks featured in the website gallery and elsewhere are for illustrative purposes only.
4. The photographs of hotel rooms are also intended to indicate the type of accommodation you can expect to stay in and your hotel room may differ from those illustrated.
5. Star ratings and hotel facilities reported on our website are based on information provided to us by the hoteliers. As such, we cannot guarantee that these will be as illustrated because of the conditions subjected by large scale turnover of pilgrims in a short span of time during the Haj season.
6. Star ratings and gradings of hotels, especially in the cities of Makkah and Madinah are by the Ministry of Tourism. They have no set rule or conditions relied upon in such gradings nor are the gradings uniform or standard and equal across

- the rest of Saudi Arabia and nor are these anywhere comparable to the standards in force in United Kingdom.
7. We do not categorise our hotels in terms of star ratings. We ensure that you have convenience of occupation of the room dedicated for you and your family or else one that is to be shared by a prescribed number, determined by the relevant Saudi authorities.
 8. Each room has attached wash/shower and toilet facility with adequate supply of soap and hot water and towel.
 9. There is no room service. House keeping is bare minimum and there is no automatic daily cleaning or sheet change. This is available only on request basis and also only when one of the actual room occupant is present.
 10. The package excludes Travel Insurance. We strongly advise you to obtain adequate Travel Insurance. We will be pleased to direct you to appropriate agencies that deal with Travel Cover should you seek such advise from us.

2. Booking

1. Prior to booking you must carefully read, understand and agree to abide by these terms and conditions.
2. In agreeing to these terms and conditions you are responsible for and guarantee payment including any insurance, charges, duties or other amounts payable.
3. 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.
4. 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.

5. The concept of Disability, as understood in UK, is not understood in Saudi Arabia. There are no facilities for assisting people with motability dysfunction anywhere there. For example, wheelchair ramps, if installed by the hotel, are utterly useless for wheelchair user to negotiate due to its awkward placement or very steep incline/gradient. Neither are any vehicles equipped with mechanism to assist a wheelchair user to get in and out of the vehicle. Likewise, the public toilets, in Mina, Muzdalifa and Arafat are void of special need equipments or ramps etc.

6. If you have motor/motability dysfunction or if you are a wheelchair user (manual or motorised) you will need a personal support or carer to assist you during the whole journey. We do not provide such assistance.

7. We do not provide any personal care. This includes support you may require should you, Allah Forbid, develop a disability whilst on Haj with us. We shall endeavour to help you find a personal carer for which you will have to pay.

8. You must notify us in writing of any medical condition that you or any person accompanying you. 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 or make further requests if we believe that we are not able to provide the facilities to deal with the medical condition in question.

9. When deciding to book the trip you should be aware of the following points:-

- * include a change in the departing or arriving airports,
 - * a change to a lower/higher 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 the Confirmation of Booking has been issued we will

let you know as soon as reasonably possible.

3. Travel Documentation

1. We are responsible for providing the Tour as detailed in the brochure. We use reasonable endeavours to ensure that our work is accurate. You must check your travel documents and ensure that the details match those on your passport. 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. Any changes due to errors (like name spellings) will incur charges where airlines, visas and other matters require so.
2. Travel documents will be issued where appropriate in the following ways:-
 1. Collection by You,
 2. Sent by post to your address by recorded or special delivery;
or
 3. Collected at the airport
3. No travel documents will be issued until the full and final payment has been received.
4. Where documents are sent by post pursuant to clause 3.2.2, we cannot be liable for items lost in the post.

4. Visa applications

1. We will organise your visa application and that of any person travelling in your party. You will offer us all the assistance that we require in obtaining the visa in good time for the date of departure.
2. In particular, you will provide us with the following items upon our request by any deadline that we stipulate:-

- * If you are a UK citizen, please provide us the passport ensuring that it has six (6) months validity on the agreed date of your flight from UK.
- * That your passport has two empty facing pages.
- * That it is not damaged in any way.
- * That you enclose a certificate of immunisation against meningitis (meningococcal bacteria) clearly stating that you have been administered the Quadrivalent(ACWY) dose. This is a must excepting expecting mothers and children under 2 years of age.
- * All non EEC nationals legitimately domiciled in UK or legally permitted for study or work etc, must provide their bio-metric (machine readable) passport with a validity of the stay permit to be for six months or more on the date of travel and the passport, itself, to be valid for six months on the date of travel.
- * The non-EEC nationals must either provide their legal status with a Home Office/UKBA stamp or endorsement in their passport or with a biometric ID Card.
- * An EEC national, resident in UK must provide proof of their domicile in UK with either a:
 - > A local council's tax bill
 - > A current bill issued by their Energy supplier
 - > A bill issued by their regional water supplier
 - > UK driving licence, telephone bill or bank statements are not acceptable as a proof of residence.
- 3. Four very recently taken passport sized photographs. We recommend you have the picture taken against coloured background which may be any colour except red.
- 4. We normally start collecting the passports by late Ramadan, however, if you have plan to travel than your passport must be with us at least four weeks before our tour.
- 5. We cannot guarantee that a visa application will be granted and cannot be liable for any refusal made by the Saudi Arabian authorities for any reason whatsoever.

5. Price and Payment

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 Package details.
2. The balance of the price is due and payable as per the confirmation of booking or eight weeks before the date of departure whichever is earlier.
3. 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.
4. 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.
6. Payment can be made by the following methods:
Cheque or postal order made payable to "Al Barakah Haj" (please allow 10 days for the cheque to clear).
Cash;
Bank transfer.

6. Amendments and Cancellation

1. If you decide that you wish to cancel the booking or change any element of your 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.
2. Where you cancel the tour prior to the due date of the balance of payment the deposit will be forfeited
3. If you decide to cancel the Tour after the due date of the balance of payment we shall retain 15% of the total cost of

the tour plus any deposits paid. Any cancellation costs levied by any of our suppliers or the airline will also be deducted from the amount to be refunded to you. Please note that some airfares are subject to special conditions and cancellation charges which can be as high as 100%.

4. Any cancellations four weeks prior to departure will incur a 100% charge and no refund will be issued.

5. We will advise you of the exact amount of any cancellation fees before finalising the cancellation.

6. Any change of flight times by the airlines or the Saudi Aviation authority (or other authorities) which affects any travel plans made by you are not our responsibility. You are advised to book

any travel arrangements so as to arrive well in advance of any flights, etc, organised by us. Any arrangement made by you including transport to and from the airports is your responsibility and we cannot be liable for these costs.

7. We highly recommend that you arrange adequate travel insurance.

8. We will endeavour our best to ensure you have 40 salah in Madinah but cannot guarantee that it will be done.

7. MEAL.

1. The package excludes meal excepting for the five days of stay in the tents in Mina.
2. We, however, will endeavour to organise meals as a compliment from us to you, during your stay in the hotels in Makkah and Madinah.
3. The complimentary meals will be half board and on buffet basis allowing you to help yourself or, of necessity due to prevailing circumstances, be served.

4. We will have fixed time for such supply of meal and the dining room shut outside of such times.
5. The menu of the complimentary meal is Indian based.
6. Meal, in the hotel, is intended for consumption in the hotels dining area and must not be taken to your rooms.
7. There will be hot drink available for you in the dining area.
8. Our complimentary meal will start with the particular time of the day when you arrive in your hotel from Jeddah to Makkah or from Makkah to Madinah.
9. Any other food, in transit between Jedda, Makkah and Madina, will again be complimentary and we are in no way obliged to provide you with.
10. During the five days of stay in tents, your meal is bought from the Mutawwif served as full board in pre-packed packages along with soft drinks.
11. We have no control on the menu of the meal supplied by the mutawwif as he is obliged to cater for multi nationals under his management.
12. The Madinah Hotel is very large and have one massive dining area in which we will share the space with many other groups.
13. As such, wearing of your ID cards, issued by us, is a must to be able to get your meal.

General Manners and Etiquettes

1. Threatening, abusive and bad manners which includes but not limited to raised voices out of anger towards our staff, swearing with profanity, and/or physical abuse will result in the concerned individual being expelled from the tour either before or during the tour. We reserve the right not to aid the facilitation of any paid for services from that moment onwards.
2. It is a condition of this agreement that you attend all meetings and lectures that we organise before and during Hajj including the Pre-Hajj seminar held in the UK, to ensure that you are well informed of your Hajj rites and expectations, including details of all meetings, timings and schedules.

3. Any advice given by us needs to be verified by you yourself and we cannot be held liable for any advice given out of good will, such as requirements for acquiring visas from the Saudi Arabian

Embassy or the time it takes to get from Hotels to the Grand Mosques or where particular hospitals are.

4. We issue unique identity cards for our pilgrims and expect them to wear at all times. The cards carry passport number, picture of pilgrim, hotel names and phone numbers and the names and phone number of our prominent group leaders.

5. The Mutawwif service also issues a wristband which the pilgrim is expected to wear at all times. It carries the pilgrim's unique filing number and the mutawwif's details which is useful to trace the pilgrim should s/he be lost or hospitalised.

6. The medical services are free only in Makkah, Mina, Arafah and Madinah. Elsewhere, in Saudi Arabia, such as on transport on the highways, the medical care is not free. A travel and health insurance is highly recommended.

7. In case of mild illness which is not life threatening, medical care is available at every government clinics all over the pilgrim's movement/residential area and medication is dispensed free of charge.

8. In case of serious illness or injury, there are field hospitals or mainstream hospitals where out-patient or in-patient service is available for initial diagnosis free of charge. Any surgery or illness warranting intensive care will carry a cost to be paid by you.

9. Any emergency treatment requiring transfers to other hospitals in Saudi Arabia or in UK will incur cost of transport to the onward destination and for the cost of treatment if in Saudi Arabia.

10. We do not provide personal care or service and it is for you to take necessary health and safety care. We shall assist you should you be ill and get medical attention. However, we cannot be available for your hospital attendance especially

given the fact that men and women are segregated everywhere.

8. Personal Responsibilities.

1. Your personal possessions and your luggage is your responsibility. We recommend you consider The size and weight of your bags with your own physical ability to handle them.
2. Luggage trolleys are scarce at the airports in Saudi Arabia and you will have to haul your bags by yourself. We cannot assist you with its handling and neither are trolley assistants/porters available for that.
3. Your luggage will be loaded onto the Mutawwif supplied bus by their own handlers and will be stacked up on the roof of the buses. As such, please ensure the bags do not have fragile or valuable materials in them as any damage to your possession will not be our liability.
4. Upon reaching your destination and hotel, the luggage will be simply off-loaded off the buses. You are advised to be particularly attentive and collect your luggage and haul that into the hotel foyers and to look after them because, like you, there will be many others whose luggage will be in the same premise/proximity while you are allocated the keys to your rooms.
5. You will have to handle your luggage into your assigned rooms as no hotel portage is available.
6. For the five days of stay in Mina camps, you will need to carry the bare minimum possessions with you because there is absolutely no space, other than your mattress or sofa bed, to store the luggage.
7. You will have to leave your possession in your hotel room while away in the mina camps. Ensure no valuables are left behind as we take no responsibility for any loss or damage in your absence.
8. You may have visitors, not from our own groups, to visit you. Kindly meet them in the hotel reception.

9. Under no circumstances should they be allowed into your rooms.
10. Should your guest arrive at meal time and you wish to treat them than you must first obtain our expression permission to do so.
11. We regard smoking as harmful to personal health. It is also decreed to be Haram. We require, those who smoke, to refrain from doing so in the room or in the attached wash room or in dining area and inside your tents. We take serious exceptions on those who breach this condition.
12. Men and women, if occupying room on shared basis, are segregated in the hotels and in mina tents.
13. Should your mehrim be in such occupation than you are prohibited to visit each other in the respective rooms or in the respective tents.
14. Should you need to speak to your mehrim than you are best advised to knock on the door and ask the mehrim to come out and see you or let your mehrim know to come out and see you by calling their names out loudly or use your mobile phone.
15. The tents, in Mina, have no particular provisions for privacy and, as such, you must not, under any circumstances, poke your head inside male and female tents.
16. You must ensure that you have all your medications on you when staying in the mina tents.

9. Circumstances beyond our control

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.

10. The Process of Haj- It is dedicated to Worship and is not a Holiday Tour. Our Pledge.

Al Barakah Haj & Umra Services Ltd, with over twenty years of experience, pledge to make your Hajj journey a success, Insha- Allah. In the event of any difficulty we will try our level best to remedy the situation as quickly as possible.

Please take special note of the following:

1. The whole surrounding area of the Grand Masjid – The Haram- is undergoing major demolition and new construction.
2. Likewise for Madinah around The Prophet's Mosque.
3. Added to that is the annual Haj Pilgrimage when over 3 million worshippers congregate and whose logistics is phenomenal with almost round the clock vehicular grid-lock and sheer human traffic.
4. Add to that environment the extreme heat.
5. Collectively, the circumstances create the most uncomfortable environment of noise, heat and the fumes from vehicles leading to pollution.
6. In between the stay in the tented valley of Mina for five days, the religious procedure makes it mandatory for you to visit the Grand Masjid, at least once, to discharge your obligations.
7. As there is no government arranged transport nor the permission from them to the haj agents to organise your transport between Mina and Grand Masjid, you may have to walk both ways or else pay for a ride in private vehicles plying from a number of spots in Mina and around the Grand Masjid.
8. Hence, the tour can be physically demanding. In order to complete the rites of Hajj we require that all pilgrims are fit enough to walk for a distance of at least five miles.

Incase 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.

9. 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 so 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 delays while moving from one location to another during the days of the rites of Hajj.

These journeys can be very frustrating and unpredictable.

10. All of our group leaders will be ready to assist you with your need during these demanding five days.

11. The 5 days of stay in the tented valley of Mina is itself an experience on your ability to stand up to the demanding environment.

12. It is communal sharing of the allocated tents with men and women segregated in adjoining tents.

13. Personal hygiene and answering call of nature is equally daunting with communal toilet cubicles with overhead showers.

14. Your sleeping space is confined to the sofa bed or mattress bought by us from the Mutawwif and so is your meal (supplied pre-packed) during these five days. Should you not be in your tent at meal time for any reason, your packed meal will be left on your sleeping space.

15. Transport to Mina, from your hotel in Makkah and from Mina to Arafah and from Arafah to Muzdalifa (where you

will spend the night under open sky) and from Muzdalifa to Mina is on Mutawwif supplied buses.

16. These buses are supposedly air-conditioned and are not comfortable. The buses are supplied with a view to make multi trips to transport you from point to point.
17. The buses are allocated per campsite's office number which accommodates between 3,000 to 5,000 pilgrims. Each camp's mutawwif subsequently assigns such buses to various groups, in his camps, on a pre-arranged draw of lot.
18. Hence, we, Al Barakah Haj or any other groups, have no control and abide by the mutawwif's regime and rules. As such our group may be the first to leave Arafah or in between or be the last and, likewise, for transfer from Arafah to Muzdalifa.
19. Should our drawn lot be anything after #5, than the chances of the group being together in Muzdalifa is extremely remote and the group may well be dispersed all over the place that night by the time they arrive from Arafah.
20. The transfer from Muzdalifa to Mina is un-controlled and un-manageable. We advise our pilgrims either to wait out until there are no more left to be able to get a bus or else to walk the distance between Muzdalifa and Mina.
21. The same day, the procedure of Haj demands that you perform the stoning ritual at Jamarat. It is around 2 kilometers from your camps and you have no option but to walk there and either to continue onwards to the Grand Masjid to complete the remaining process of Tawaf and Sai or else to return back to camps and go to the Grand Masjid the next day. You will have group leaders allocated to assist you with whichever option you may select.
22. Bear in mind that the transport to Grand Masjid is on private vehicles plying between various spots in Mina and the area surrounding the Grand Masjid and, despite paying for your transport, you are very likely to be off-

loaded by that vehicle owner at considerable walking distance from your intended destination.

23. We advise you strongly to attend daily briefings and lectures especially to understand the demographic locations of your hotel, the Grand Masjid and your particular camps in Mina so that you can reach any of these should you be separated from the group or be lost.

We use reasonable endeavours to perform Hajj according to The Quran and Sunnah.

We are ATOL accredited.

"Your Financial Protection

When you buy an ATOL protected flight 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."

"We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that

alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable)."

"If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme."

Please sign to confirm you have read and agree to be bound by our Terms and Conditions.

Your signature also cover any other relatives or dependants travelling with you.

Name.....

Signature.....

Date.....