

GENERAL TERMS OF SERVICE

INDIA AWLIYA TOUR – JAN/FEB 2024

BRIEF TERMS

- Flight times are subject to change at the airlines discretion.
 - Ensure you have the valid travel documents before starting the journey (You will be informed of these in advance).
 - All rates and packages are subject to availability at the time of booking.
 - Flight Dates & times are subject to change in case of circumstances outside our control (Changes made by the airline)
 - Whilst everything will be done to provide the arrangements as detailed, Bilal Hajj & Umrah Tours reserve the right to make modification/s due to circumstance/s beyond our control. In the event of a hotel advising us of an overbooking, we will offer an alternative similar hotel.
 - No refund will be made for partially utilized or unutilized service/s.
 - Cancellation Policy depends on season or as per our terms and conditions.
 - Illness/death of passenger or family member to claim refund through your travel insurance
 - Bilal Hajj & Umrah Tours will not be responsible for excess luggage and also not responsible for any loss and/or damage to luggage on any of our tours. It will be transported at your own risk.
 - Any PCR Tests, in the **INDIA** are NOT included in the package price. You will be advised if and when PCR tests will be required.
 - If for any reason your Visa is refused or you are denied boarding, although we will do our utmost to assist you at this time as a matter of courtesy, Bilal Hajj & Umrah Tours will not be responsible for any costs incurred.
 - **ALL TIMES AND DATES FOR ZIYAARATS & EXCURSIONS ARE PRE-PLANNED AND CAN BE SUBJECT TO CHANGE DUE TO CIRCUMSTANCES OUTSIDE OUR CONTROL.**
 - **DURING THE TRIP, THERE WILL BE TIMES WHERE THE GROUP WILL ARRIVE BACK LATE FROM ZIYAARATS. EVENING MEALS WILL BE SERVED AS PER THE PACKAGE HOWEVER THE TIME CANNOT BE GUARANTEED.**
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FULL TERMS FOR INDIA AWLIYA TOUR – JAN/FEB 2024

BILAL HAJJ & UMRAH TOURS “INDIA AWLIYAH TOUR – JAN/FEB 2024” TERMS & CONDITIONS

1. INTERPRETATION

These Booking Conditions, together with our Privacy Policy and any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with Bilal Hajj & Umrah Tours Ltd (we” or “us”). Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions references to “you” and “your” include the first named person on the booking and all persons named on the Booking Form or any other person to whom a booking is added or transferred.

By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:

1. He/she has read these terms and conditions and has the authority to and does agree to be bound by them;
2. He/she consents to our use of information in accordance with our Privacy Policy;
3. 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.

2. WHAT IS THE INDIA AWLIYAH TOUR – JAN/FEB 2024?

Your INDIA AWLIYAH TOUR – JAN/FEB 2024 package includes the following: Return Flights, Accommodation (See booking confirmation for details), Coach Transfers, H/B food as per our advertised packages, 3 x Domestic Flights, India E-Visa (Ask for further info) & anything else mentioned on our official **INDIA AWLIYAH TOUR – JAN/FEB 2024** brochure.

3. ACCURACY

We endeavour to ensure that all the information and prices both on our website and in our literature 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. In the unlikely event of a pricing error, you will be notified as soon as possible and offered the option to pay the confirmed price difference or cancel your booking with a full refund.

4. INSURANCE

We are legally obliged to advise you to take out adequate travel insurance. Travel insurance is not included as part of your **INDIA AWLIYAH TOUR – JAN/FEB 2024** 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 losses howsoever arising, in respect of which insurance cover would otherwise have been available.

5. PRICE AND PAYMENT

5.1 The price of the Services will be as set out in the booking confirmation. Prices of unsold Services are liable to change at any time, but price of your confirmed Services will not change except where we have to correct errors (which we reserve the right to do subject to you agreeing to pay any price difference or in the alternative accepting a full refund) or where we have to enforce a surcharge as specified below.

5.2 You will pay us for the Services as set out in the booking confirmation 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 reserve the right to cancel your arrangements in accordance with the cancellation table below.

5.3 In the case of currency fluctuation, you will be liable to pay any difference to us, even if the full payment of the package has been paid.

6. JURISDICTION & APPLICABLE LAW

These Booking Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales only.

7. CANCELLATIONS BY YOU

7.1 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 will accept your cancellation via email. 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, non-refundable supplier charges notified to you prior to booking and amendment charges which are not refundable in the event of the person(s) to whom they apply cancelling):

i. More than 60 days before the date of departure: 30% of the package price plus loss of deposit and any non-refundable supplier charges

ii. 30-59 days before the date of departure 50% of the package price plus loss of deposits and any non-refundable supplier charges;

iii. 0-29 Days before the date of departure 100% of the package cost and any non-refundable supplier charges.

Note: Certain arrangements may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charge above. You will be advised of any non-refundable charges prior to booking.

7.2 After issuance of Visa: Please note that once visas have been issued, no refunds can be issued in the event you cancel your arrangements.

7.3 We will deduct the cancellation charge(s) from any monies you have already paid to us.

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

8. UNAVOIDABLE AND EXTRAORDINARY CIRCUMSTANCES

8.1 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 the consequences of which could not have been avoided even if all reasonable measure had been taken ("Unavoidable and Extraordinary Circumstances").

8.2 Unavoidable and Extraordinary Circumstances includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, in particular (without limitation), the following:

- Strikes, lock-outs or other industrial action; or
- Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; or
- Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; or
- Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; or
- Impossibility of the use of public or private telecommunications networks;
- Advice from the Foreign Office to avoid or leave a particular country

9. IF WE CHANGE OR CANCEL

12.1 We hope that we will not have to make any changes to the Services but, because the Services are reliant on third party companies, among other variables, we sometimes do need to make changes. We reserve the right to change or cancel your arrangements at any time. However, we will not cancel your travel arrangements less than 30 days before your departure date, except for Unavoidable and Extraordinary Circumstances or failure by you to pay the final balance.

12.2 We will make every effort to complete the Services on time but there may be delays due to circumstances beyond our control. In this case we will complete the Services as soon as reasonably possible.

12.3 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.

12.4 We reserve the right to change the dates and times of departure if necessary but will inform you of the changes made. Date changes are extremely rare and usually results from bad weather conditions, rescheduling times by the airlines, action by air traffic controllers, mechanical fault or industrial actions, all of which are beyond our control.

12.5 We will endeavour to keep all alterations to a minimum and will do our utmost to notify you of any changes as soon as reasonably possible if there is time before your departure, we will have no other liability to you.

12.6 Occasionally we may have to make a major change to your confirmed Services. If we have to make a major change or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of:

- i (for major changes) accepting the changed arrangements,
 - ii having a refund of all monies paid; or
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iii accepting an offer of alternative travel arrangements of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value).

10. SUPPLIERS TERMS AND CONDITIONS

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 **INDIA AWLIYAH TOUR – JAN/FEB 2024**. 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.

11. 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. You must not collect any charity funds and you must not be involved in any political activity or protests. You must comply with all customs regulations. If in our opinion or in the opinion of any of 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 annoyance 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 immediately. 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.

12. 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 booking confirmation or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed. We do not accept bookings that are conditional upon any special request being met.

13. LUGGAGE

17.1 We are not responsible for excessive, loss or damaged luggage, or for any personal belongings including cash, passports, phones and bank cards etc carried by You. It is your complete responsibility throughout Your journey. This includes air transfers, coach travel etc. We will not take any responsibility for safeguarding the property of individuals at any time during their journey nor for any loss or damage of any property.

17.2 You must adhere to luggage restrictions imposed by the airline. We will inform you of these restrictions.

FOR A PRINTED COPY OF THESE TERMS & CONDITIONS PLEASE CONTACT OUR OFFICE.
