

Terms & Conditions of Contract Agreement

Your contract is with **Lasani Green Travel Agency Limited**. Below are details set of your and our obligations under these booking conditions. Please read these carefully and when you make the booking you are entering into this contract automatically and this is deemed as a legally binding contract.

Important

Hajj can be physically very demanding Lasani Green Travel Agency Limited are not able to take responsibility for any pilgrims that have special requirements. In order to complete the rites of Hajj we require that all pilgrims are fit and able enough to walk for a distance of at least one mile if not more. Please note that we are not offering a holiday package or tour here and that the journey of Hajj or Umrah cannot be equated to holiday travel. During this journey, the unexpected is often the norm. Therefore, you must under no circumstances confuse Hajj & Umrah journey with a holiday nor can it be taken for granted like a normal holiday or vacation. Hotels, transport and public services are all pushed to their limits during the Hajj season, so do not expect the same level of service that you are used to in the United Kingdom. Due to the large number of pilgrims in a small-congested area, the crowds can be overwhelming. Due to major traffic congestion, expect very long delays while moving from one location to another. These journeys can be very frustrating and unpredictable. Hotel capacity is allowed to be stretched beyond their normal limit by the Saudi municipality, which means the normal expected room service may not be delivered. Lifts are used extensively and you may have to wait considerably to get to your room or to the street. Dining room capacity is equally stretched and you may not be able to have your meal straight away as you enter the restaurant

1. Sickness

1.1. You are advised to take every precaution against likely illness you may be afflicted with because of the change in environment, climate and of mixing in large crowds. You will most likely catch cold and suffer high temperature which may be quite alarming.

1.2. In case you suffer illness, we will do our best to offer assistance and to accompany you to the clinics or hospitals as necessary. We cannot nurse you nor do we have the facility to provide nursing. You may be admitted in hospital if the medical staff diagnose your illness to warrant in-patient treatment. This would be free of cost as long as such hospitalisation occur within the parameters of Makka, Madina and Mina or Arafat. Anywhere else and such confinement would incur charges as private treatment and you will have to pay.

1.3. Men and Women are segregated everywhere except in Masjid-al-Haram in Makkah. Please bear in mind this important factor as you are likely to lose contact with your family or friend. You are also issued with Identification papers which you must wear or keep on yourself all the time. This helps to trace you or find you in the event of you getting lost or suffering an accident etc. We take no responsibility should you do end up in such a situation and not having any paper or documents on yourself to be identified.

1.4. In case of death, there is a local process for mortuary and burial. Under no circumstances would we agree to bring the body back to UK in case of death. We will offer every possible assistance for the release of the body from hospitals and for their burial in the locality.

2. Arrangements

2.1 As you will appreciate, your pilgrimage arrangements are planned many months in advance and on rare occasions it may be necessary to make modifications to them and we reserve the right to make such changes at anytime. In the majority of cases such changes will be minor but if they are of a more substantial nature we will do our best to advise you or your third party representative prior to your departure.

3. Responsibility

3.1. The responsibility of Lasani Green Travel Agency Ltd acts only as agents for the passengers in making arrangement for the airlines, hotels, buses or any other service in connection with this tour and assumes no liability, whatsoever for injury, damage, expense, loss, refund, accident, delay or irregularity which may be.

3.2. Occasioned either by reason of defect, through the acts or defaults of any company or person engaged in conveying passengers or in carrying out the arrangements of the tour, or as direct or indirect, dangerous incidents in the air, sea, land, fire, breakdown of machinery or equipment, acts of governments or other authorities, wars, whether declared or not, hostilities, civil disturbances, strikes, riots, theft, pilferage, epidemics, quarantines, medical or customs regulations, or from any loss or damage resulting from improper passports, visas, or other documents.

3.3. Lasani Green Travel Agency Ltd takes all reasonable steps to ensure that the suppliers provided are of an acceptable standard. As part of our policy of customer care, Lasani Green Travel Agency Ltd will not accept responsibility for the proven negligent acts and/ or omissions of our employees and agents and our suppliers and sub- contractors, servants and / or agents whilst acting within the scope of or in the course of their employment in respect of claims arising as a result of death, bodily injury or illness to you or any member of your party. We also will not accept responsibilities for visas not given to any pilgrim by the Saudi Embassy of the UK or the Saudi Hajj Ministry.

4. Flights

4.1. We cannot accept any liability for any delay in your flight to or from the UK weather the cancellation or delay is caused by adverse weather conditions, rescheduling of times by the airline, the airport authorities and/ or the action of air traffic controllers, mechanical breakdown, strike or action, industrial action or otherwise. However, in certain circumstances you may be able to make a claim under your travel insurance policy. We offer any travel insurance at an additional cost to packages booked, please ask a member of our team for further details.

5. Delays

5.1. We cannot accept any liability for any delay in your flight to or from U.K whether the cancellation or delay is caused by adverse whether conditions, re-scheduling of times by the airline, the airport authorities and or the action of the air traffic controllers, mechanical breakdown, strike or action industrial action or otherwise. However in certain circumstances you may be able to make a claim under your Travel insurance Policy. During your pilgrimage there will be times when there will be long delays mostly at airports, passport offices and during coach transfers due to the enormous amount of pilgrims in Saudi Arabia. The Saudi Authorities do try there best to process pilgrims as soon as possible and we do not accept any liability for any such delay. *We recommend that you should consider taking Travel insurance.

6. Behaviour

6.1. You must not behave in a way that causes distress, injury or annoyance to others or creates risk of danger to property. If you do so, you may be evicted from your hotel or apartment and therefore we have no liability to you. We will not refund any portion of the cost of your pilgrimage.

7. Brochure Information

7.1. We have compiled the information on this website and brochure as accurately as possible. However, since we include so much detail and since the brochure is prepared up to 12 months in advance there may be occasions when on advertised facility may be altered or withdrawn for reasons beyond our control during your own particular pilgrimage e.g. planned ziyaarat or hotel accommodation may be changed; or room furniture and facilities may differ during peak Hajj periods.

7.2. It is important to bear in mind that your expectations of the pilgrimage must be reasonable and must be based on what we have said to you on the website or brochure. We do not accept any liability for any disappointment that you may feel as a result of unrealistic expectations. Further, the operation of certain amenities and facilities may be subject to local licensing laws or religious pilgrimage. Maintenance and local energy conservation measures may mean that the hotel or apartment limits certain facilities, e.g. air conditioning or water supplies, unseasoned weather conditions can cause electricity failure. In such circumstances Lasani Green Travel Agency Limited shall be under no liability for any loss, expense, refund or damage arising there from. The operation and supervision of overseas property, transport and others are subject to local laws, regulations, standards and codes of practice of individual countries.

8. Accommodation

8.1. The legal and safety requirement of many foreign countries is of lower standard than in the UK. You should note that the standards imposed will be that of the country you are visiting and not that of the UK or Europe. All our accommodation in apartments and hotels are on shared basis. All hotel rooms have private bathrooms. The star rating are not based on UK and Europe ratings these ratings are imposed to us by the Hotel itself and generally Saudi Arabia hotel ratings. If you have a complaint about the living accommodation arranged by us then you must notify Ministry of Hajj of such complaint Lasani Green Travel agency will not be deemed liable for any claims or refunds once this service has been utilised.

8.2. Lasani Green Travel Agency acts only as an intermediary in arranging your accommodation. All information and specifications are provided by Lasani Green Travel Agency on behalf of third party service providers, who are obliged to meet standards and requirements set by the Saudi Hajj Ministry. Lasani Green Travel Agency therefore does not warrant the accuracy of the information provided to you, nor will Lasani Green Travel Agency accept any liability for accommodation standards differing from published information. Your right to complain about accommodation standards to the Saudi Hajj Ministry is unaffected by Lasani Green Travel Agency disclaimer of liability.

8.3. All hotel rooms have private bathrooms, the size of the rooms and bathrooms are usually smaller than those in UK and Europe.

9. Baggage

9.1. Lasani Green Travel Agency takes no responsibility whatsoever for baggage handling. It is your responsibility to ensure that your baggage is safely loaded onto the aircraft/vessel/vehicle that you are travelling on.

9.2. Lasani Green Travel Agency takes no responsibility for the safekeeping of your property, whether valuables or otherwise.

9.3. Conveyance of your baggage is subject to the terms and conditions of the relevant aircraft/vessel/vehicle operator.

9.4. Lasani Green Travel Agency takes no responsibility for ensuring that your baggage is within prescribed weight limits; it is your responsibility to ensure that your baggage is within these limits. Where your baggage exceeds such limits, it is also your responsibility to pay any and all applicable charges for the carriage of such extra baggage, in accordance with the tariff(s) of the relevant aircraft/vessel/vehicle operator(s).

10. Force

10.1. Compensation arrangements do not apply to changes caused by reason of War, threat of War, riots, civil strife, terrorist activity, industrial disputes, natural disasters, fire, technical problems to transport, airport closures, adverse weather condition and similar event beyond our control.

11. Services

11.1. We will accept no responsibility for loss or refund due to delay or changes in schedule or and services detailed in our package which are also detailed on our brochure or website or any other literature. Lasani Green Travel Agency shall not be liable or responsible for any inconvenience, loss, damage or injury arising in connection with such service. Lasani Green Travel Agency shall not be responsible for the failure to the follow instructions, including but not limited to check-in and delay. It is the responsibility of the airline to determine exactly what procedure will be followed. The policy chosen by that carrier shall be based on the procedure and shall not be the responsibility of Lasani Green Travel Agency and its affiliates.

11.2. We will also not be responsible for any person(s) missing and part of the program due to his/her negligence or delay or absenteeism for any time during the tour and will not be responsible for any additional expenses for the participant to rejoin the tour. Moreover, no charges or upgrade in the program chosen will be honoured after departure as well as no refund will be given for any services rendered not utilized.

12. Payment of Deposit

12.1. When we receive your completed booking form accompanied by a deposit of £500 per person requesting your chosen package we will send you or your representative our confirmation invoice. There will be no contract between us until the confirmation invoice has been sent and it acts as our acceptance of the booking in accordance with the contract outlined in this fair trading agreement, which is subject to English Law and Jurisdiction. Any money paid by the customer to an agent under or in contemplation of the contract is held by the agent as agent for Lasani Green Travel Agency Ltd until the date on which the agent pays the money to Lasani Green Travel Agency Ltd

13. Payment of the Balance

13.1. The balance you owe us must be paid at least 6 weeks before departure. If you do not, you will be liable for cancellation charges because we reserve the right to treat the booking as cancelled by you at the time to the date of departure. Therefore, it is very important for you to pay the balance 6 weeks departure or write cancelling your pilgrimage.

14. Cancellation

14.1. Should you or any part of your party be forced to cancel your booking once it is accepted, a valid cancellation can only be made if you give written instruction either to the travel agent through whom you made your booking so they can notify us immediately or if booked through Lasani Green Travel Agency Ltd then direct to us. The instructions must be signed by the person who signed the booking form. If you cancel a cancellation charge will apply on the following basis.

14.2. The following cancellation tariff applies to cancel bookings:

<u>Notice period</u>	<u>Charge</u>
More than 42 days prior to departure	Deposit only
29-42 days prior to departure	50%
22-28 days prior to departure	75%
6-21 days prior to departure	90%
Less than 5 days prior to departure	100%

15. Complaints

15.1. If you have a problem in the very unlikely event of there being something not to your liking whilst you are on the pilgrimage that is in our direct control you must report it immediately. This will give the representative an opportunity to correct the matter so that it does not spoil your pilgrimage. Your pilgrimage enjoyment is our prime consideration.

15.2. If the matter cannot be put right on the spot, details of your complaint should be put in writing to us and must be forwarded to our passenger relations department within 28 days of the completion of the pilgrimage. We will accept no liability in respect of claims received outside this period.

16. ATOL Protection

16.1. Lasani Green Travel Agency Limited offers ATOL Protection. Lasani Green Travel is ATOL Holder 10648.

16.2. Many of the flights and flight inclusive holidays are financially protected by the ATOL scheme. But ATOL protection does not apply to all holiday and travel services listed in our brochures or websites. Please ask us to confirm what protection may apply to your booking. If you do not receive an ATOL Certificate then the booking will not be ATOL protected. If you do receive an ATOL Certificate but all the parts of your trip are not listed on it, those parts will not be ATOL protected. For more information about financial protection and the ATOL Certificate go to: www.atol.org.uk/ATOLCertificate

16.3. We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate. 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. 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.

17. Travel Insurance

Lasani Green Travel Agency Limited does not offer or include travel insurance within your package. However, we advise you that you should have your own travel insurance in place. You must seek travel insurance on your own accord for yourself and your party if any.

18. Agreement

18.1. You agree to release and forever discharge Lasani Green Travel Agency from any and all actions, causes of action, claims and demands for, upon, or by reason of any damage, loss, refund, expense or injury, to you and the property which may be sustained in consequence of the losses and expenses as aforementioned.

18.2. You further agree indemnify and save Lasani Green Travel Agency against and from any and all claims and demands, actions, and claims for contribution or indemnify, whether under any statute or otherwise, which may be made or brought against Lasani Green Travel Agency, including the costs of defence of such action and claim, as any such claims or demands relate to your Hajj Pilgrimage.

18.3. You further agree that Lasani Green Travel Agency shall not be required to provide any refunds or adjustments for portions of the services which have been received by you on return from your pilgrimage.

Please read these terms carefully and notify us if you have any queries or problems.