

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 Afta Tours Limited of 111 Kenton Road, Harrow, London, HA3 0AN United Kingdom ("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 lead passenger on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

By making a booking, the lead passenger on the booking agrees on behalf of all persons detailed on the booking that:

- a. He/she has read these terms and conditions and has the authority to and does agree to be bound by them;
- b. He/she consents to our use of information in accordance with our Privacy Policy;
- c. He/she is over 18 years of age 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;
- d. He/she accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

1. Booking and Paying For Your Arrangements

A booking is made with us when a) you tell us that you would like to accept our written or verbal quotation; and b) you pay us a deposit as stipulated on your booking form, (if you are booking within 30 days of departure, full payment is due at the time of booking); and c) we issue you with a confirmation invoice.

We reserve the right to return your payment and decline to issue a confirmation letter at our absolute discretion. A binding contract will come into existence between you and us as soon as we have issued you with a booking confirmation that will confirm the details of your booking and will be sent to you.

If your confirmed arrangements include a flight, we (or if you booked via an authorised agent of ours, that agent) will issue you with an ATOL Certificate and a booking confirmation. Upon receipt, if you believe that any details on the ATOL Certificate, booking confirmation or any other document are wrong you must advise us immediately as changes cannot be made later and it may harm your rights if we are not notified of any inaccuracies in any document within ten days of our sending it out (five days for tickets).

The balance of the cost of your arrangements (including any applicable surcharge) is due not less than 30 days prior to scheduled departure, however, if you have purchased an Umrah package with us, full payment must be made before we are able to process the visa application on your behalf. If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out in clause 11 below will become payable.

Any money paid to an authorised agent of ours in respect of a booking covered by our ATOL is held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to the agent's obligation to pay it to us for so long as we do not fail financially. If we do fail financially, any money held at that time by the agent or subsequently accepted from the consumer by the agent, is and continues to be held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us.

2. 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.

3. Insurance

Adequate travel insurance is a condition of your contract with us. You must be satisfied that your insurance fully covers all your personal requirements including cancellation charges, medical expenses and repatriation in the event of accident or illness. If you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

4. Umrah Packages – Maximum period of stay

Please Note: When you purchase an Umrah Package with us, the maximum period of stay permitted by the Saudi authorities for Umrah pilgrims is fifteen days. You therefore must ensure that you do not remain in Saudi Arabia for any period greater than 15 days.

Should you fail to follow this requirement and stay in Saudi Arabia beyond the 15 day limit you will be solely responsible for (and agree to indemnify us against) any penalties, costs, charges or fines that we may incur as a result.

5. Hajj Packages - Your Expectations

Where you have booked a Hajj package with us, this 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 the Hajj brochure and our website.

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 nor is it a leisure holiday. You make your booking with us being completely aware of this.

During the pilgrimage of Hajj in particular, the cities and towns in Saudi Arabia are significantly overpopulated and this has a knock on impact on the country's infrastructure, transport and accommodation. 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. You accept that the Services are at all times dependent on the Hajj Ministry and Saudi Arabian authorities within Saudi Arabia, over which we have no control.

Transport from the airport (Jeddah or Medina) to your hotel is public transport provided by the Saudi authorities, 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. Furthermore you accept that Saudi Arabia is a developing country and its infrastructure may not be as advanced as you may be used to in the UK.

Your package may include accommodation in Shisha/Azizia as outlined in the Hajj brochure. During your stay in Shisha/Azizia you will be accommodated in an apartment building. The accommodation is very basic, rooms are not en-suite, and you will be sharing a room with other members of our group.

Star ratings are provided by the hotels according to the Saudi Ministry of Trade standards and are quoted for guidance only, and are not necessarily the same standard as equivalent British ratings. You accept that accommodation may be of a lower standard than that expected. 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.

6. Hajj Packages • Risks and Disclaimers

The Saudi Authorities

Many of the services that are provided during the Hajj are provided by the Saudi authorities. This means that we unfortunately do not have control over the following services:

- i. Accommodation in tents in Mina/Arafat
- ii. Toilet and bathroom facilities in Mina, Arafat and Muzdalifah
- iii. Water & electricity in Mina, Arafat and Muzdalifah
- iv. Availability of air-cooling/air conditioning at the Hajj sites
- v. Transportation from the Airport to the hotel in Makkah or Madinah
- vi. Government provided shuttle buses used to ferry people from the Haram in Makkah to Kudai to reduce traffic congestion
- vii. Health and safety concerns at these sites over which we have no control
- viii. The procedure at the airport on arrival in to Jeddah, Saudi Arabia differs what we are normally accustomed to. Once immigrations and customs procedures are completed, other processes have to be completed by the authorities before we are free to leave. This can sometimes take a very long time. It is normal to take 8 hours from landing to reaching the hotel in Makkah. It can sometimes take much longer.
- ix. Train departure times in Mina, Arafat and Muzdalifah.

Muzdalifah

Please note, during your night in Muzdalifah, services, conditions and space can be very limited. We will do our best to accommodate you; however, the Saudi authorities do not allow companies to reserve areas for their pilgrims. Accordingly, this part of your package can be subject to change at short notice.

The Metro

The authorities have recently introduced a metro service to move pilgrims between the various Hajj sites. Please be aware that due to the large numbers of people congregating at the metro stations at the same time the entrance to the stations is likely to be extremely congested and can at times be dangerous. The trains themselves are also likely to be very congested. While we have no control over the congestion that can be experienced when using the metro, we are given stipulated time slots for our train by the Saudi authorities - please note, we have no influence over or say in our slot and so this can occasionally be inconvenient.

7. Hijri Calendar

The itineraries for all of our packages have been prepared in accordance with the published 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, you agree that in such circumstances this will always be considered a 'minor' change for the purposes of clause 12. Emergency alternative accommodation and transportation arrangements will be made, however these may be of a lower standard than the package that you have booked and we cannot be held liable for this.



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8. Pricing

The price of your travel arrangements has been calculated using exchange rates quoted in www.xe.com on an ongoing basis in relation to the Saudi Arabian Riyal.

We reserve the right to amend the price of unsold arrangements at any time and correct errors in the prices of confirmed arrangements.

The price of your confirmed package is subject at all times to variations in:

- i. transportation costs, including the cost of fuel; or
- ii. dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports, any visas that are included as part of your booked arrangements or any additional charges imposed upon us by the Saudi Authorities; or
- iii. the exchange rates used to calculate your arrangements;

We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges and/or additional services or travel arrangements. You will be charged for the amount over and above that, plus an administration charge of £1.00 per person together with an amount to cover agents' commission.

If this means that you have to pay an increase of more than 10% of the price of your confirmed travel arrangements (excluding any insurance premiums, amendment charges and/or additional services or travel arrangements), you will have the option of accepting a change to another package if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to us, except for any insurance premiums and any amendment charges and/or additional services or travel arrangements. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice.

Should the price of your holiday go down due to the changes mentioned above, by more than 2% of your confirmed package cost, then any refund due will be paid to you. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protections in place. There will be no change made to the price of your confirmed holiday within 30 days of your departure nor will refunds be paid during this period.

9. Jurisdiction and 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.

10. 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 by the lead passenger on the booking. 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 £40 per person per change as well as any applicable rate changes or extra costs incurred as well as any costs incurred by ourselves and any costs or charges incurred or imposed by any 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 may be payable. If you are prevented from travelling it may be possible to transfer your booking to another suitable person provided that written notice is given. An administration fee will be charged, details available upon request.

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.

11. 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. 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):

BEFORE ISSUANCE OF VISA (OR FOR ARRANGEMENTS WHERE WE ARE NOT APPLYING FOR A VISA ON YOUR BEHALF) :

Period before departure within which notice of cancellation is received by us in writing	% of total booking price*
More than 60 days	Loss of Deposit
37-59 days	50%
25-36 days	70%
Less than 25 days	100%

Please Note: any service charges paid to us as part of your visa application process are non-refundable in the event of your cancellation.

*In some cases the deposit may be a higher amount to secure your arrangements, this will be non-refundable and the charges will be added to the cancellation charges above. Please note that these charges only apply before a visa has been issued for you. Once a visa has been issued, no refunds will be payable in any circumstances.

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.

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.

If, before a visa has been issued, any member of your party is prevented from travelling, that person(s) may transfer their place to someone else (introduced by you and satisfying all the conditions applicable to the arrangements) providing we are notified not less than 28 days before departure and you pay an amendment fee of £50 per person transferring, meet all costs and charges incurred by us and/or incurred or imposed by any of our suppliers and the transferee agrees to these booking conditions and all other terms of the contract between us. If you are unable to find a replacement, cancellation charges as set out will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

AFTER ISSUANCE OF VISA:

Please note that once visas have been issued, no refunds can be issued in any circumstances in the event you cancel your arrangements.

12. If We Change or Cancel

It is unlikely that we will have to make any changes to your travel arrangements, but we do plan the arrangements many months in advance. Occasionally, we may have to make changes and we reserve the right to do so at any time. Most of these changes will be minor and we will advise you of them at the earliest possible date. We also reserve the right in any circumstances to cancel your travel arrangements. For example, if the minimum number of clients required for a particular arrangement is not reached, we may have to cancel it. However, we will not cancel your travel arrangements less than 60 days before your departure date, except for reasons of force majeure or failure by you to pay the final balance.

Most alterations will be minor and while we will do our best 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.

Examples of "minor changes" include the following when made before departure:

- Any change in the advertised identity of the carrier(s), flight timings, and/or aircraft type.
- A change of outward departure time or overall length of your package of twenty-four hours or less.
- A change of accommodation to another of the same standard or classification.

Occasionally we may have to make a major change to your confirmed arrangements. Examples of "major changes" include the following, when made before departure:

- A change of accommodation area for the whole or a significant part of your time away.
- A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away.
- A change of outward departure time or overall length of your arrangements of twenty-four or more hours.
- A change of UK departure airport, as long as that change is not from one London airport to another London airport. London airports are Heathrow, Gatwick, Stansted, Luton and London City.
- A significant change to your itinerary, missing out one or more destination entirely.

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
- 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).

You must notify us of your choice within 7 days of our offer. If you fail to do so we will assume that you have chosen to accept the change or alternative booking arrangements.

If we make a major change or cancel, less than 60 days before departure, we will also pay compensation as detailed below:

Period before departure when a major change/cancellation is notified?	Compensation payable
60 days or more	£0.00
59-29 days	£25.00
28-15 days	£35.00
14 to 7 days	£40.00
Less than 7 days	£50.00

The compensation that we offer does not exclude you from claiming more if you are entitled to do so. We will not pay you compensation where we make a major change or cancel more than 60 days before departure or in the event that we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care or if we cancel your arrangements because the minimum number of participants to run the arrangements has not been reached. (We will tell you if we have to cancel for this reason not less than 45 days before departure).

The above sets out the maximum extent of our liability for changes and cancellations and we regret we cannot meet any expenses or losses you may incur as a result of change or cancellation. Please note: where accommodation with a higher price than the original accommodation is offered by us and accepted by you, the difference in price will be deducted from any compensation payable.

In no case will we pay compensation if accommodation is offered by us and accepted by you with a higher price than that originally booked in the same location where no additional payment is made by you.

We will not pay you compensation and the above options will not be available if we make a minor change or cancel as a result of your failure to make full payment on time or where the change(s) or cancellation by us arises out of alterations to the confirmed booking requested by you.

Very rarely, we may be forced by "force majeure" (see clause 13) to change or terminate your arrangements after departure. If this situation does occur, we regret we will be unable to make any refunds (unless we obtain any from our suppliers), pay you compensation or meet any costs or expenses you incur as a result.

If we become unable to provide a significant proportion of the services that you have booked with us after you have departed, we will make alternative arrangements for you at no extra charge and, if appropriate in all the circumstances, will pay you reasonable compensation.

13. Force Majeure

Except where otherwise expressly stated in these booking conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by any event which we or the supplier(s) of the service(s) in question could not, even with all due care, foresee or avoid. These events can include, but are not limited to war, threat of war, civil strife terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather, sea, ice and river conditions and all similar events outside our or the supplier(s) concern d's control. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure.

14. 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. 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.

15. Disabilities and Medical Problems

We are not a specialist disabled holiday 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 may require you to produce a doctor's certificate certifying that you are fit to participate in the arrangements. 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.

16. Complaints

We make every effort to ensure that your holiday arrangements run smoothly but if you do have a problem during your holiday, please inform the relevant supplier (e.g. your hotelier) immediately who will endeavour to put things right.

If your complaint is not resolved locally, please contact your group leader or ourselves on the number displayed on our website or the emergency contact telephone number provided to you with your travel documents. 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 28 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.

Please note that we do not offer an Alternative Dispute Resolution service.

17. Your Behavior

All guests staying with us are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of other guests. If in our opinion or in the opinion of any hotel manager 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 any of our other guests 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. 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 hotel manager or other supplier prior to departure from the hotel. 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.

18. Our Responsibilities

(1) We will accept responsibility for the arrangements we agree to provide or arrange for you as an "organiser" under the Package Travel, Package Holidays and Package Tours Regulations 1992 as set out below. Subject to these booking conditions, if we or our suppliers negligently perform or arrange the services which we are obliged to provide for you under our contract with you, as set out on your confirmation invoice, we will pay you reasonable compensation. The level of such compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your arrangements. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.

(2) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:

- a. The act(s) and/or omission(s) of the person(s) affected;
- b. The act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
- c. Unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or
- d. An event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.

(3) We limit the amount of compensation we may have to pay you if we are found liable under this clause:

- a. *Loss of and/or damage to any luggage or personal possessions and money.* The maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are assumed to have adequate insurance in place to cover any losses of this kind.
- b. *Claims not falling under (a) above and which don't involve injury, illness or death* The maximum amount we will have to pay you in respect of these claims is twice the price paid by or on behalf of the person(s) affected in total. This maximum



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amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.

- c. Claims in respect of international travel by air, sea and rail, or any stay in a hotel
- I. 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.

(4) 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.

(5) 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.

(6) 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.

(7) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.

19. Financial Security

We provide financial security for flight inclusive Packages, Flight Plus bookings and ATOL protected flights. We do this by way of a bond held in favour of the Civil Aviation Authority under ATOL number 10509. 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. For further information, visit the ATOL website at www.atol.org.uk. The price of our flight inclusive arrangements includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. ATOL protection extends primarily to Customers who book and pay in the United Kingdom.

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 (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 (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.

If you book arrangements other than an ATOL protected flight or package from us, your monies will not be financially protected. Please ask us for further details.

20. Passport, Visa and Immigration Requirements and Health Formalities

Where you have booked an Umrah package with us, as part of our service to you we will apply to the Saudi Arabian Embassy on your behalf for the visa required to enter Saudi Arabia. Once issued, the visa cannot be re-issued in the event of loss or damage and it cannot be transferred to another person in any circumstances.

For all other packages, you will be solely responsible for complying with all visa requirements.

It is your responsibility to check and fulfil the passport, visa, health and immigration requirements applicable to the package you have booked and required for the issuance of the visa and you will offer us all assistance that we require in obtaining the visa in good time for the date of departure. We accept no responsibility or liability for any visa application delay or rejection of a visa by the Saudi Arabian Embassy or Saudi Arabian Ministry of Foreign Affairs. You must check requirements for your own specific circumstances as applicable.

Requirements do change and you must check the up to date position in good time before departure.

Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the

Embassy of the country you are visiting. For further information contact the Passport Office on 0870 5210410 or visit www.passport.gov.uk

Up to date travel advice can be obtained from the Foreign and Commonwealth Office, visit www.fco.gov.uk

Non British passport holders, including other EU nationals, should obtain up to date advice on passport and visa requirements from the Embassy, High Commission or Consulate of your destination or country(ies) through which you are travelling.

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.

21. Visas for Umrah Packages

Please Note: where we apply for a visa on your behalf, as part of an Umrah package, our sole responsibility will be to submit your application, on your behalf.

We have no control over the Saudi Embassy or any other authorities that are responsible for granting the applicable visa nor do we have any control over the visa application process and so we accept no responsibility for any failure or delay in any such visa being granted. Passports can be rejected by the Saudi Embassy, misplaced or lost and incorrect visas can be issued but we can accept no responsibility for this or any consequences that you may suffer as a result.

Saudi Umrah visa charges can fluctuate and any increase in visa charges or associated fees in obtaining electronic visa authorisation (MOFA) will be applicable, and payable by you, at the date of visa submission to the Embassy; in accordance with clause 8 of our Booking Terms and Conditions.

You must provide us with your passport no later than 14 days prior to your departure date, in order to allow sufficient time to complete the necessary procedures involved in obtaining a visa.

22. Conditions of Suppliers

Many of the services which make up your travel arrangements are provided by independent suppliers. Those suppliers provide these services 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 ourselves or the supplier concerned.

23. Delays, Missed Transport Arrangements and other Travel Information

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 (etc.) 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.



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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. If, for any reason, you do not claim against the airline and make a claim for compensation from us, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment. 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 13 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 dispatched 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.

Our website is our responsibility, as your tour operator. It is not issued on behalf of, and does not commit the airlines mentioned herein or any airline whose services are used in the course of your travel arrangements.

24. **Advance Passenger Information**

A number of Governments are introducing new requirements for air carriers to provide personal information about all travellers on their aircraft to the Authorities before the aircraft leaves the UK. The data will be collected either at the airport when you check in or in some circumstances when, or after you make your booking. Accordingly, you are advised to allow extra time to check in for your flight. Where we collect this data, we will treat it in accordance with our privacy policy.

25. **Foreign Office Advice**

You are responsible for making yourself aware of Foreign Office advice and State Department warnings in regard to the safety of the countries and areas in which you will be travelling and to make your decisions accordingly. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure (see clause 13).



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