

## Contract & Liability

The Umrah operator undertakes to provide a service and the pilgrim accepts that the Umrah operator will render the service and provide accommodation to the pilgrim upon receipt of full payment.

The operator acts only as an agent on behalf of the pilgrim in making the arrangements for airline, hotel and/ or any other service.

The services rendered by the operator and the payment by the pilgrim in respect of "The Umrah" are specified below.

There are various packages offered to the pilgrim and the prices advertised on the packages are set and cannot be changed. In the event of the pilgrim opting for a change or variation of the services other than that offered in the package, the operator will amend the price and a revised rate will be applicable and payable to the Umrah operator.

In the event of a passenger who chose sharing accommodation and upon reaching the holy lands and then opts to take non sharing accommodation the full package price as advertised for the new choice will be applicable and no concessions nor discount will be allowed.

The operator will choose and designate an airline carrier as the packages are FIT. The airline chosen by the agent will be the sole discretion of the operator as it will be slotted according to the agent's package and accommodation schedule for arrival and departures in the Kingdom. Should any flights land in Madinah the transfer costs to the hotel shall be borne by the pilgrim.

The standard/grading of the hotels advertised in Makkah, Madinah and the buildings in Azizia are in accordance with the grading by the Saudi authorities and may differ from western country grading. The hotels advertised by the Umrah operator have been clearly explained to the pilgrim and where possible, by means of exemplary pictures of the current status of the hotel. Distance from and to the Haram is based on data provided by the statistics provided in the hotels and in the Kingdom. In the event of the agent having to change the hotel to an alternate one, due to new rulings in the Kingdom or change of rules for buildings and hotels which may delay the signing procedure or the quota being different, the operator will endeavor to offer an alternate of similar standard, this will bear no repercussions on the operator as it is due to circumstances. This liberty will be granted to the agent or operator and the operator endeavors to keep the standard where possible to the best they can.

The operator assumes no liability whatsoever for any injury, damage or loss, accident, delay or irregularity which may be occasioned by the principals, or as a direct or indirect acts of God, acts of Governments or any other authorities de jure de facto, wars, riots, quarantines, medical customs regulations or from any loss or damage from improper passports, visa, medical reports or any other travel documents. All information supplied by the Pilgrim are taken as correct and the operator cannot assume any responsibility for any incorrect information which may cause any repercussions, in the event of any problems, delay or arbitration arising from this. The onus of liability and responsibility will fall on the Pilgrim alone.

All services rendered at the hotel are the sole responsibility of the hotel. The operator is merely a facilitator and any onus of responsibility that is of the hotel cannot be placed on the operator.

Transportation in the Kingdom is coordinated and operated at the sole discretion of the Muassasah. The service standard during the five days are in accordance with the package but provided by Muassasah and the operator cannot be held liable for such services provided nor can the Umrah operator be held liable for any shortcomings on their Part.

The operator recommends travel insurance cover to be taken at the time of booking by the pilgrim in case of curtailment, delays or lost baggage. The Umrah operator cannot be held liable for this.

Deposits paid by the pilgrim are non-refundable. A 100% cancellation fee is applicable and will be in accordance with package rules. Should an accredited pilgrim cancel the agreement, the deposit together with any other monies paid will be forfeited.

The operator reserves the right to proportionally increase the cost due to currency fluctuations or due to an increase of charges or an increase in airfare and or any other unforeseen circumstances. The agent's rights are reserved. All prices are subject to currency fluctuations.

This contract will be regarded as breach in the event of non-payment of the full package price. The pilgrim will be also be liable for any further / additional costs incurred by the operator to recover any outstanding amounts. 100% non-refundable cancellation fee will be applied.

Notwithstanding any express or implied provisions hereof to the contrary, any indulgence, latitude or extension of time which may be allowed to the agent by the principal, or vice versa, in respect of any payment provided for herein, or in respect of any matter or thing which the agent or the principal, as the case may be, is bound to observe or perform in terms hereof shall not under any circumstances be deemed to be a waiver of such party's rights at any time, and the principal or the agent shall without notice, be entitled to require strict and punctual compliance with each and every provision or terms hereof.

**NO PASSPORTS WILL BE HANDED OVER UNTIL FULL PAYMENT IS RECEIVED.**

The responsibility of Gala Travels as the tour operator is limited. Gala Travels acts only as agents for the passengers in making arrangements for the Airlines, Hotel or any other services, related to travel and tours and assumes no liability whatsoever for injury, damage, or loss, accident delay or irregularity with may be occasioned by the principals ,or as direct or indirect results of acts of God, acts of Governments, or any other authorities de jure de facto, wars, riots, quarantines, medical customs regulations or from any loss or damage from improper passports, visa, or documents. Deposits are non-refundable. Refunds after written receipts on full payment will be subject to administration cost (100% cancellation fees applicable). In the event of death or sickness, please ensure that you have full insurance cover as no monies are refunded by hoteliers in the Kingdom and consequently there will be no refund from this company.

Please note the Embassy of Saudi Arabia is now levying an additional charge of SAR 2000 (approx. CAD \$720) per person for repeat pilgrims who have already performed Umrah in the previous or same Islamic year. If you are a repeat pilgrim, and for any reason have not been charged the additional fee at the time of application, there is a possibility this charge will be levied on arrival by Saudi immigration or retrospectively by Gala Travels if directed to do so by the Saudi Ministry of Haj and Umrah and its agents.

By signing this contract & liability form, you agree to Gala Travels charging additional fees levied by the Embassy of Saudi Arabia, Saudi Arabia government departments or Saudi Arabia visa providers if directed to do so after your departure. You further agree to release Gala Travels from any liability with regard to additional fees levied or paid directly to/by you to any international Embassy or Mission of Saudi Arabia, or any Saudi Arabia government department within the Kingdom of Saudi Arabia in relation to your Umrah visa/s process.

E.&O.E. Gala Travels reserves the right to cancel any contract.

Mahram Full Name \_\_\_\_\_ Mahram Signature \_\_\_\_\_ Date \_\_\_\_\_

List Joining Pilgrims \_\_\_\_\_ List Relationship to Mahram \_\_\_\_\_