

Booking Conditions

BARKET TRAVEL & TOURS UMRAH & HAJJ GROUP

VISA AND HEALTH DOCUMENTATION

TRAVEL AND HEALTH DOCUMENTS ARE NECESSARY TO COMPLY WITH THE REQUIREMENTS OF THE EMBASSIES. IF FAILURE TO OBTAIN ANY SUCH DOCUMENTS RESULTS IN FINES, SURCHARGES OR OTHER FINANCIAL PENALTY BEING IMPOSED UPON US THEN YOU SHALL REIMBURSE US ACCORDINGLY. IF VISA IS UNOBTAINABLE DUE TO CIRCUMSTANCES BEYOND OUR CONTROLS, WE WILL NOT BE HELD RESPONSIBLE. YOU MUST ENSURE BY CONSULTING YOUR OWN DOCTOR FOR THE SPECIFIC HEALTH PRECAUTIONS DEEMED PRUDENT FOR THE COUNTRY.

IF YOU CANCEL

IF YOU CANCEL YOUR BOOKING AT ANY TIME AFTER YOUR BOOKING HAS BEEN ACCEPTED BY US, THEN YOU MUST PAY US A CHARGE TO COMPENSATE US FOR THE EXPENSES AND LOSSES, WHICH WE WILL INCUR AS A RESULT OF YOUR CANCELLATION. WE START TO INCUR COSTS FROM THE MOMENT YOU MAKE THE BOOKING IS CONFIRMED US. THE CANCELLATION CHARGES WILL BE CALCULATED IN ACCORDANCE FROM THE TABLE BELOW:

60 DAYS OR MORE £ 100.00

59 - 45 DAYS £ 25%

44 - 30 DAYS £ 50%

29 - 21 DAYS £ 75%

UNDER 21 DAYS NO REFUND

AFTER JOURNEY COMMENCES NO REFUND WILL BE GIVEN ON PART PACKAGE.

LIMITATIONS ON OUR LIABILITY

OUR LIABILITY TO YOU FOR THE NON-PERFORMANCE OR IMPROPER PERFORMANCE BY AIR CARRIER, SEA CARRIER, RAIL CARRIERS, LAND CARRIERS OR HOTELKEEPERS OR ANY SERVICE TO BE PROVIDED BY THEM AS PART OF YOUR PACKAGE IS LIMITED TO THE AMOUNT YOU CAN VALIDLY RECOVER AGAINST SUCH CARRIER OR HOTELKEEPER AND NOT AGAINST THE TOUR OPERATOR (US).

TERMINATION AND INDEMNITY

YOU MUST ACCEPT RESPONSIBILITY FOR THE PROPER CONDUCT OF YOURSELF AND THOSE WITH YOU ON THE SAME BOOKING FORM. IN CASE OF SERIOUS MISCONDUCT I. E. UNABLE TO RELATE TO THE RESETTLEMENT OF MISUNDERSTANDING, HEAVY ARGUMENTS WITH PACKAGE ASSISTANCE, ABUSIVE LANGUAGE, WILFULLY, RECKLESSLY OR NEGLIGENTLY CAUSE ANY INJURY OR DAMAGE OR TO CAUSE ANY DELAY OR DIVERSION OF ANY FLIGHT OR OTHER MEANS OF TRANSPORT.

WE RESERVE THE RIGHT TO TERMINATE YOUR PACKAGE OR THAT OF ANY MEMBER OF YOUR PARTY. IF WE DO SO, WE SHALL HAVE NO FURTHER RESPONSIBILITY OR LIABILITY TO YOU OR ANY MEMBER OF YOUR PARTY. WE WILL HOWEVER SEEK TO MAKE SURE THAT YOU OR ANY MEMBER OF YOUR PARTY IS DISASSOCIATED FROM THE GROUP WITH OUT ANY RESOURCE. IT SHOULD BE UNDERSTOOD THAT

PARTICIPANTS AT THE INDIVIDUALS OWN RISK AND THAT INSTRUCTIONS FROM THE GROUP'S SUPERVISORS MUST BE ADHERED TO WITH REGARDS TO PARTICIPATION.

PAYMENTS

YOU MUST PAY A DEPOSIT OF AT LEAST £100 PER PERSON WITH YOUR BOOKING. YOU MUST PAY THE BALANCE OWING TO US AT LEAST 8 WEEKS BEFORE THE DUE DATE OF DEPARTURE. IF YOU MAKE YOUR BOOKING WITHIN 8 WEEKS OF DEPARTURE, YOU MUST PAY FOR IN FULL AT THE TIME OF BOOKING. IF AGREEMENT IS REACHED FOR YOU TO PAY BY A CERTAIN DATE THEN IT MUST BE. IF YOU ARE UNABLE TO MAKE A PAYMENT THEN AN ADDITIONAL CHARGE WILL BE ADDED TO THE AMOUNT YOU THAT OWE US. IF YOU FAIL TO MAKE PAYMENTS ON TIME WE RESERVE THE RIGHT TO CANCEL YOUR BOOKING. THIS WILL BE TREATED AS A CANCELLATION BY YOU AND YOU WILL HAVE TO PAY AS THE CANCELLATION CHARGES AS ABOVE **IF YOU CANCEL.**

DIFFICULTIES MAY ARISE, ITINERARY MAY ALTER. NO PRIOR NOTICE WILL BE GIVEN TO CHANGES BEYOND OUR CONTROL SUBJECT TO LOCAL AUTHORITIES. FLIGHT TIME MAY VARY DUE TO CIRCUMSTANCES BEYOND OUR CONTROL. WE WILL HOWEVER ASSIST TO THE BEST OF OUR ABILITY TO SEEK/PROVIDE AND CONTROL. BARKET TRAVEL & TOURS WILL NOT BE HELD RESPONSIBLE IN ANY WAY AFTER COMMENCEMENT OF JOURNEY.

YOUR RESPONSIBILITY AND COMMITMENT. // .. LIMITATION ON OUR

LIABILITY. WE WANT OUR CUSTOMERS TO REMEMBER THAT YOU ARE RESPONSIBLE FOR YOUR ACTIONS AND EFFECT THAT THEY MAY HAVE ON OTHERS. IF WE (OR ANOTHER PERSON IN AUTHORITY) BELIEVE YOUR ACTIONS COULD UPSET OTHERS, OR PUT THEM IN DANGER OR DAMAGE PROPERTY, WE MAY END YOUR CONTRACT. THIS WOULD MEAN WE WOULD NOT PAY ANY COMPENSATION OR MEET ANY EXPENSES YOU SUFFER AS A RESULT. WE DO NOT CONTROL THE DAY TO DAY MANAGEMENT OF YOUR ACCOMMODATION. UPKEEP OF YOUR ACCOMMODATION IS THE SOLE RESPONSIBILITIES OF THE HOTELIER. WE WILL NOT ACCEPT ANY LIABILITIES FOR IMPROVER SERVICES PROVIDED BY HOTELIERS. THE HOTELIERS SERVICES ARE GOVERNED BY THE SAUDI HAJJ MINISTRY LAW. IF YOU AND YOUR PARTY DECIDED TO MAKE ALTERNATE ARRANGEMENTS AND BREAK YOUR CONTRACT WE WILL NOT COMPENSATE YOU. YOU CAN APPROACH THE HOTELKEEPERS FOR TERMINATION OF YOUR CONTRACT AND REMAINDER TO BE CREDITED AT THE POINT. PAYMENT BY US THE ORGANISER IS ALWAYS PAID IN ADVANCE TO THE HOTELKEEPERS FOR CONFIRMATION OF YOUR ACCOMMODATION AND ARRANGEMENTS. WE DO NOT HOLD YOUR MONIES WITH US WE CAN HOWEVER, TRY ON YOUR BEHALF IF YOUR APPROACH HAS BEEN UNSUCCESSFUL. WE WILL INFORM YOU OF OUR DECISION, VERBALLY OR WRITTEN FORMAT.

COMPLAINTS - IN THE UNLIKELY EVENT THAT YOU HAVE A PROBLEM OR COMPLAINT DURING YOUR PILGRIMAGE PLEASE BRING IT TO THE ATTENTION OF OUR MANAGEMENT STAFF AND THE HOTELIER OR OTHER SUPPLIER SO THAT THEY HAVE AN OPPORTUNITY TO PUT IT RIGHT AT THE TIME. IF THE MATTER CANNOT BE RESOLVED LOCALLY AND YOU WISH TO TAKE IT UP WITH US ON RETURN, PLEASE NOTE, THAT WRITTEN COMMENTS WILL ONLY BE ACKNOWLEDGED, PLEASE WRITE TO BARKET TRAVEL & TOURS, 42 WHARF STREET, SEVILLE TOWN, DEWSBURY, WF12 9AU, CUSTOMER RELATIONS, WITHIN 28 DAYS OF YOUR SCHEDULED RETURN. PLEASE QUOTE YOUR NAME AND GIVE FULL DETAILS SO WE CAN MAKE A THOROUGH INVESTIGATION. FAILURE TO DO SO WILL CURTAIL YOUR RIGHT TO ANY COMPENSATION. VERBAL COMMENTS WILL NOT BE ACKNOWLEDGED.

WE ARE NEITHER A CARRIER NOR A PROVIDER OF ACCOMMODATION. EACH JOURNEY THAT YOU BOOK BY AIR, LAND, SEA IS GOVERNED BY THE CONDITIONS OF THE CARRIERS OR PROVIDERS. SOME OF THESE CONDITIONS LIMIT OR EXCLUDE LIABILITY AND ARE OFTEN THE SUBJECT OF INTERNATIONAL AGREEMENTS. COPIES OF APPLICABLE CONDITIONS ARE AVAILABLE FOR INSPECTION AT THE OFFICES OF THE CARRIER OR PROVIDER CONCERNED. WHEN YOU BOOK ACCOMMODATION, ITS AVAILABILITY OR PROVISIONS REQUESTED IS SUBJECT TO THE CONDITIONS OF THE CARRIER OR THE HOTEL CONCERNED AND NOT US THE ORGANISER.

CONSUMER PROTECTION

THE HAJJ PILGRIMAGE AND FLIGHTS IN THIS BROCHURE ARE ATOL PROTECTED, SINCE WE HOLD AN AIR TRAVEL ORGANISER'S LICENCE GRANTED BY THE CIVIL AVIATION AUTHORITY. OUR ATOL NUMBER IS ATOL 5131. IN THE UNLIKELY EVENT OF OUR INSOLVENCY, THE CAA WILL ENSURE THAT YOU ARE NOT STRANDED ABROAD AND WILL ARRANGE TO REFUND ANY MONEY YOU HAVE PAID TO US FOR AN ADVANCE BOOKING. FOR FURTHER INFORMATION, VISIT THE ATOL WEBSITE AT WWW.ATOL.ORG.UK