

Terms and Conditions of Service

For Hajj and Umrah Travel Services Provided to Nigerian Pilgrims

This document sets out the terms and conditions governing the services provided by the Company in relation to Hajj and Umrah travel arrangements for pilgrims. By paying a deposit, making full payment, submitting travel documents, or otherwise proceeding with a booking, the customer confirms acceptance of these Terms and Conditions.

These Terms and Conditions are written in a customer-friendly format for clarity, while preserving the Company's legal protections and operational rights.

1. Definitions

For the purpose of these Terms and Conditions:

- **Company** means the Hajj and Umrah service provider offering travel-related arrangements.
- **Customer** or **Pilgrim** means any person who books, pays for, or receives any service from the Company.
- **Package** means the combination of services purchased by the customer, which may include visa support, flights, Mashaair services, accommodation, meals, and transportation.
- **Third-Party Provider** means any external provider including airlines, embassies, visa authorities, hotels, caterers, transport operators, agents, or Saudi service authorities.

2. Scope of Services

The Company provides travel facilitation and coordination services for Hajj and Umrah packages. These services may include one or more of the following, depending on the package selected:

- Visa processing support.
- Flight reservation and ticketing.
- Mashaair service arrangements.
- Accommodation booking.
- Meals and catering.
- Airport transfers and internal transportation.
- Ground support and related pilgrimage logistics.

The Company acts as a coordinator and intermediary for many of these services. Some services are performed by Third-Party Providers, and the Company does not guarantee the acts, omissions, timing, availability, or decisions of any such Third-Party Provider.

3. Booking Confirmation

A booking shall only be treated as confirmed when the required deposit or full payment has been received by the Company and all requested documents have been submitted in the form and within

the time required.

The Company reserves the right to decline, suspend, or cancel any booking where payment is incomplete, documents are missing, information is inaccurate, or regulatory or operational requirements are not met.

4. Deposit and Payment Terms

A non-refundable deposit shall be payable at the time of booking.

The non-refundable deposit shall be:

- the percentage stated by the Company for the full package price; or
- where the customer purchases only a specific service, the percentage stated by the Company for that particular service; or
- where the Company has already incurred costs exceeding the stated percentage, the actual committed non-recoverable amount.

Unless otherwise stated in writing on the invoice, booking form, or package offer, the Company may apply a non-refundable deposit of **30%** of the total package price or the relevant service price.

The balance must be paid on or before the deadline communicated by the Company. If the customer fails to complete payment by the stated deadline, the Company may cancel the booking, reprice the package, withhold documents, or deny service without any liability for resulting loss.

5. Non-Refundable Charges

In addition to the deposit, the following amounts may be non-refundable once incurred, committed, issued, reserved, or paid to Third-Party Providers:

- Visa fees and processing charges.
- Flight tickets and airline penalties.
- Hotel reservations and accommodation charges.
- Mashaair allocations and related service fees.
- Transportation and logistics commitments.
- Administrative and service handling fees.
- Currency conversion losses, bank charges, and transfer fees.

Any refund, where applicable, shall be subject to deduction of all non-refundable, committed, or already-used costs.

6. Visa and Travel Authorization

Visa issuance, travel clearance, entry permission, and pilgrimage approval are granted solely by the relevant authorities. The Company does not guarantee visa approval, travel authorization, border entry, or continued permission to remain in Saudi Arabia.

Any rejection, delay, quota restriction, suspension, cancellation, additional requirement, or policy

change imposed by Saudi authorities, Nigerian authorities, embassies, consulates, or regulatory bodies shall not create liability on the part of the Company.

7. Customer Responsibilities

The customer is solely responsible for:

- Providing complete, truthful, accurate, and timely information.
- Submitting valid passports and all required documents before the deadline.
- Ensuring compliance with medical, vaccination, immigration, and religious travel requirements.
- Reviewing package details, travel dates, service inclusions, and payment obligations before confirmation.
- Following all lawful instructions issued by the Company and relevant authorities.

The Company shall not be liable for any loss, delay, refusal, extra cost, missed travel, or cancellation resulting from inaccurate information, incomplete documentation, late submission, health restrictions, or the customer's failure to comply with instructions.

8. Package Inclusions and Exclusions

Only the services expressly listed in the customer's invoice, receipt, booking form, itinerary, or written package confirmation shall be treated as included in the package.

Any service not expressly stated as included shall be treated as excluded and may attract an additional charge. Verbal statements, informal assurances, or assumptions shall not override the written package description unless confirmed in writing by the Company.

9. Flights and Ticketing

Flight schedules, seating, baggage terms, departure times, transit arrangements, route changes, airline policies, and cancellations are controlled by the airline and other aviation authorities.

The Company shall not be liable for flight delays, schedule changes, missed connections, overbooking, baggage issues, denial of boarding, rerouting, cancellation, or airline-imposed penalties where the cause is outside the Company's direct control.

10. Accommodation

Accommodation is subject to availability, operational realities, and the final confirmation of hotels or lodging providers. The Company reserves the right to change or substitute accommodation where necessary due to availability, regulation, safety concerns, supplier default, logistics, or other operational reasons.

The Company does not guarantee a specific room view, floor, exact distance, bed configuration, or hotel arrangement unless expressly confirmed in writing. Equivalent or reasonably comparable alternatives may be provided where necessary.

11. Mashaair Services

Mashaair arrangements are dependent on allocations, regulations, schedules, and operational controls imposed by Saudi authorities and authorized providers.

The Company shall not be liable for changes to tents, zones, transport schedules, camp arrangements, movement restrictions, service limitations, or any other Mashaair-related adjustments imposed by authorities or official providers.

12. Meals and Catering

Where meals are included in the package, they shall be provided according to the package category, practical availability, and catering arrangements on the ground.

Meal type, timing, portion, menu, and serving arrangements may vary due to local conditions, supply issues, logistics, crowd management, or provider limitations. Unless expressly agreed in writing, the Company does not guarantee any special diet, allergy-sensitive meal plan, or personal food preference.

13. Transportation

Transportation services may include airport pick-up, drop-off, hotel transfers, local movement, and pilgrimage transport arrangements. These services are subject to traffic conditions, authority directives, vehicle availability, weather conditions, crowd control restrictions, and third-party operator performance.

The Company shall not be liable for transport delays, route diversions, waiting times, temporary disruptions, vehicle substitution, or missed connections arising from circumstances outside its reasonable control.

14. Changes, Repricing, and Substitutions

The Company reserves the right to amend, replace, reschedule, re-route, or substitute any part of the package where reasonably necessary for operational, legal, regulatory, safety, currency, supplier, or logistical reasons.

This may include changes to airline, hotel, rooming arrangement, travel date, transport provider, meal provider, service sequence, group movement, or package pricing where external costs materially increase before full payment is completed.

Where a substitute service is provided in good faith and is reasonably comparable in the circumstances, such change shall not entitle the customer to compensation, damages, or cancellation without applicable charges.

15. Cancellation by the Customer

Any cancellation by the customer must be made in writing and shall only take effect when acknowledged by the Company.

Where the customer cancels, the Company shall be entitled to retain:

- the non-refundable deposit;
- all visa fees, administrative charges, and processing costs;
- all airline, hotel, Mashaair, transport, and other Third-Party Provider charges already incurred or committed; and
- any additional losses or penalties caused by the cancellation.

If the amount already paid by the customer is less than the total non-recoverable cost incurred by the Company, the customer shall remain liable for the outstanding balance.

16. Cancellation or Suspension by the Company

The Company may cancel, suspend, or refuse to continue any booking or service where:

- the customer fails to pay on time;
- documents are missing, false, or invalid;
- the customer breaches these Terms and Conditions;
- the customer engages in misconduct, abuse, or disruptive behavior;
- government rules, quotas, or authority directives prevent continuation; or
- force majeure or third-party failure makes performance impracticable.

In such cases, any refund shall be subject strictly to recoverable sums, if any, after deduction of all deposits, costs, charges, penalties, and non-refundable commitments.

17. Limitation of Liability

To the maximum extent permitted by applicable law, the Company shall not be liable for any indirect, incidental, special, consequential, exemplary, or punitive loss or damage.

This exclusion includes, without limitation:

- loss of opportunity;
- emotional distress;
- disappointment or unmet expectations;
- loss arising from missed religious activities or altered itineraries;
- loss of income or profit;
- travel disruption caused by Third-Party Providers;
- refusal of visa or entry;
- baggage loss or delay;
- illness, accident, injury, or death not directly caused by the proven gross negligence of the Company.

Where liability is established against the Company for any claim arising out of the services, the Company's total aggregate liability shall not exceed the amount actually paid by the customer to the

Company for the specific service that gave rise to the claim, excluding all sums already paid or committed to Third-Party Providers.

No claim shall lie against the Company for acts, defaults, delays, cancellations, omissions, or failures of any Third-Party Provider.

18. No Warranty and No Guarantee

The Company makes no warranty or guarantee that:

- a visa will be approved;
- flights will operate exactly as scheduled;
- accommodation or transport will remain unchanged;
- Mashaair operations will proceed exactly as expected;
- the pilgrimage experience will be free from inconvenience, delay, congestion, weather impact, or service changes.

All services are provided subject to operational realities, governmental controls, and third-party performance.

19. Force Majeure

The Company shall not be liable for any delay, cancellation, failure, reduction of service, or inability to perform arising from any event beyond its reasonable control.

Such events include, but are not limited to:

- government action or restriction;
- visa quota changes;
- war, terrorism, civil unrest, or security incidents;
- epidemics, pandemics, or public health restrictions;
- natural disasters;
- weather conditions;
- strikes or labor disruptions;
- transport breakdowns;
- supplier default;
- fuel shortages;
- communication or systems failure; and
- changes in Saudi or Nigerian law or policy.

20. Health, Safety, and Conduct

The customer confirms that they are medically fit for travel and pilgrimage unless disclosed

otherwise in writing. The customer remains solely responsible for carrying medication, observing medical advice, and complying with all health protocols.

The customer must conduct themselves in a lawful, respectful, and cooperative manner. The Company may remove, refuse, report, or disengage from any customer whose conduct is abusive, violent, disruptive, unlawful, unsafe, or harmful to staff, group members, or service operations. In such a case, no refund shall be due except at the sole discretion of the Company and only to the extent any amount is actually recoverable.

21. Baggage and Personal Belongings

The customer is solely responsible for passports, money, baggage, mobile devices, personal effects, valuables, and travel documents at all times.

The Company shall not be liable for theft, loss, delay, confiscation, misplacement, or damage to baggage or personal property unless directly caused by the proven gross negligence of the Company.

22. Complaints and Claims Procedure

Any complaint must be reported as soon as possible to the Company's representative so that reasonable steps may be taken, where possible, to address the issue.

Any formal claim must be submitted in writing within 7 days from the date of the event giving rise to the complaint, together with supporting documents. Failure to notify the Company within this time may result in the claim being rejected where the delay prejudices proper investigation or resolution.

23. Indemnity

The customer agrees to indemnify and hold the Company, its directors, staff, agents, and representatives harmless from any claim, liability, penalty, expense, or loss arising from:

- the customer's breach of these Terms and Conditions;
- false, incomplete, or misleading information supplied by the customer;
- the customer's unlawful or negligent conduct;
- violation of airline, hotel, immigration, health, or authority rules by the customer; or
- claims brought by third parties due to the customer's acts or omissions.

24. Data and Communication

The customer authorizes the Company to collect, use, store, and share necessary personal information and travel documents for the purpose of booking, processing, coordinating, and delivering the services.

The Company may communicate with the customer through phone calls, text messages, email, WhatsApp, or other practical communication channels used in the booking process.

25. Governing Law and Dispute Resolution

These Terms and Conditions shall be governed by the laws of the Federal Republic of Nigeria, subject to any mandatory rules applicable to foreign service providers or authorities involved in the pilgrimage arrangements.

Before starting court proceedings, the parties shall first attempt in good faith to resolve any dispute through written complaint and negotiation. Where resolution is not reached, the dispute shall be submitted to a court of competent jurisdiction in Nigeria, unless the Company elects another lawful dispute resolution mechanism.

26. Entire Agreement

These Terms and Conditions, together with the booking form, invoice, receipt, itinerary, package description, payment confirmation, and any written addendum issued by the Company, form the entire agreement between the Company and the customer.

No oral statement, social media message, informal assurance, or prior discussion shall vary these Terms and Conditions unless expressly confirmed in writing by an authorized representative of the Company.

27. Severability

If any provision of these Terms and Conditions is found to be invalid, unlawful, or unenforceable, the remaining provisions shall continue in full force and effect to the maximum extent permitted by law.

28. Acceptance

By paying any deposit or fee, submitting documents, accepting an invoice, joining the travel group, or otherwise proceeding with the booking, the customer confirms that these Terms and Conditions have been read, understood, and accepted.

Signature Section

Customer Name: _____

Passport Number: _____

Package Type: _____

Amount Paid: _____

Customer Signature: _____

Date: _____

For and on behalf of the Company: _____

Authorized Signatory: _____

Date: _____

