

**YOUR BOOKINGSTERMS AND CONDITIONS WITHMYAGENTRES.COM WHICH IS A TRADING NAME FOR THE TRAVEL TEAM LTD**

**CONDITIONS A**

**This agreement/Contract** is between the Agent or User and the Travel Team Ltd. and any of its trading names and its web sites. Below terms and conditions apply to all Bookings covered by ATOL NO 5838 as shown on Invoice. If you disagree with any part of the terms and conditions please do not use any sites of the Travel Team Ltd. When booking the travel arrangements your contract begins upon confirmation by telephone, fax or email by us.

**1. RESERVING YOUR TRAVEL**

On the receipt of your request and deposit we will confirm your booking and from that point Cancellation charge will apply and send you a confirmation with details of your arrangements. Please note that a telephone booking confirmation is as firmly confirmed as if it were made / Confirmed in writing at the time

**2. PRICE GAURANTEE:-**

All fares and other information displayed on our website are subject to availability. Once a confirmation invoice has been issued the price shown on that invoice may only vary as outlined below or if you amend your booking. (a) Holiday arrangements excluding packages: While every effort is made to avoid surcharges, the right is reserved to pass on any cost increase levied by the suppliers. (b) "Packages": Prices may only be changed to reflect government action, increase in transportation costs (e.g. airfares and cost of fuel), changes in dues and taxes (including VAT) or fees payable for services (e.g. landing taxes or embarkation/disembarkation fees at ports and airports) or to reflect fluctuations in exchange rates

**3. SCHEDULED FLIGHT ARRANGEMENTS**

As scheduled airline reserve the right to increase prices at any time the price shown on the confirmation invoice will only be guaranteed once full payment is received. The payment of deposit guarantees your seat, not the price.

**4. GOVERNMENT ACTION**

Our Price Guarantee cannot cover increases due to direct Government action. E.g. the imposition of VAT or Passenger levy

**5. MINOR CHANGES TO YOUR TRAVEL**

If we are obliged to make any minor change in the arrangements of your Travel we will inform you as soon as possible.

**6. MAJOR CHANGES TO YOUR TRAVEL**

If before you depart we have to make any major changes to your Travel arrangements e.g. change of departure time of more than 12 hours, change of airport (but excluding changes between airports in London region, aircraft type or airline) it will not be because we are forced to do so by circumstances usually beyond our control. In such any unlikely event we will inform you immediately and our objective will be to minimise your inconvenience, we will wherever possible offer you alternative arrangements as close as possible to your original choice. You will then have a choice of accepting, taking another available Travel of similar price or cancelling. Should you choose to cancel you will be reimbursed all monies paid to us. No compensations is payable.

**6. FLIGHTS**

Details of airlines, flight number/schedules and destination airport will be shown on your invoice confirmation. We regret we are unable to guarantee specific aircraft types of airline.

**7. LUGGAGE**

The Travel Team Ltd is not responsible for excessive luggage or for any item carried by passengers. Passengers are solely responsible for their own luggage throughout the journey. This includes loading and unloading during transfers from point A to point B and to coaches, etc.

**8. INSURANCE**

The Company strongly recommended that the Clients take out adequate insurance. The client is herewith recommended to read the terms of any insurance affected to satisfy them as to the fitness of cover. The Company will be pleased to quote you for insurance. Should insurance be declined you will be asked to sign our indemnity form. No liability is accepted whatsoever for any loss of property, injury, ill health, death, hospitalisation, theft or loss of airline tickets, Passport, baggage or money during the trip. You are solely responsible for your own travel and health insurance.

**9. MAKING A BOOKING**

The person making the booking becomes responsible to the Company for the payment of the total price of the arrangements for all passengers shown on the invoice.

**10. DEPOSIT**

No booking will be confirmed unless the required deposit has been received by the Company.

**11. CHANGING YOUR ARRANGEMENTS**

If you wish to change any item- Other than increasing the number of person in your party-and provided we can accommodate the change you will have to pay an Amendment fee per person. These fees can vary greatly and will be advised at the time changes are made. Changes must be confirmed to as in writing. From time to time we are required to collect additional taxes. You will be informed of any additional taxes prior to ticket issue.

**12. CANCELLATION**

Should you or any member of your party be forced to cancel your Travel, we must be notified in writing by the person who made the booking and who is therefore responsible for the payment of the cancellation charges. Cancellation charges on airline tickets are dependent on the airline the fare type and when cancellation takes place varying from 25% to 100%. Please check at the time booking. It should be noted that the majority of discounted airline tickets carry 100% cancellation charges. Also accommodation vouchers once issued are usually non-refundable. Cancellation charges are calculated from the date we receive the written notice of cancellation. Amount of cancellation charge (Shown as per total Travel cost)

More than 42 days.....	Deposit
29-42 days.....	50%
15-28 days.....	70%
08-14 days.....	90%
01-07 days.....	100%

AFTER TICKET ISSUED Cancellation will result in of 100% of total cost of all travel arrangements in most cases. Please consult your reservation advisor. Charter flights carry a 100% cancellation fee both before and after ticket issue. Any cancellation charges to your travel arrangements will carry a Administrations fee.

**13. LEGAL JURISDICTION**

We accept the jurisdiction of the courts in part of the UK which the client is domiciled. For clients not domiciled in the UK the Courts of England shall case sole jurisdiction.

## **CONDITIONS B**

Apply to all bookings covered by an ATOL no other than 5838 as shown on Invoice. Please read the following terms and conditions carefully as they apply to all the booking made. No variations shall be valid unless agreed and confirmed in writing by a Director of the company. A verbal variation will not be valid. The company act as agent only in transactions related to flights. Car hires, accommodation, packageTravel etc. and book those facilities Travel for you (the client) on behalf of the supplier or Operator (the Principal). The Company are not the Principal and do not act as thePrincipal nor shall they be construed as being such by interference or otherwise. This confirmation does not constitute a contract. Your contract is with the Principal named on Invoice. The company are not liable for the Principals actions failures or omissions. No booking will be confirmed unless the required deposit has been received by The Company. Principal reserve the right to increase prices up to the date on which they receive the balance. Payment of the deposit guarantees your seat, not the price. Booking made will be immediately subject to the Principal's terms and conditions and The Company have no authority to vary them in the Client's favour. All amendments/ cancellations will incur charges. Please note that a telephone booking confirmation is firmly confirmed as if it were made/ confirmed in writing at that time. The Company will attempt to fulfil Clients requirements to its best abilities and in the event ofcomplaint will pass such complaints to the Principal concerned on the Clients behalf. As agent only, The Company will not be able to commit the Principals as to their correct course of actions.The Company strongly recommend that the Client takes out the adequate insurance whether or not it is a Principal's condition of booking. The Client is here with recommended to read theterms of any insurance affected to satisfy themselves as to the fitness of cover. The Company will be pleased to quote you for insurance. Should insurance be declined you will be asked to sign our indemnity form.

### **1. GDS Usage**

Many airlines have introduces O&D controls to help manage inventory on flights. Whilst most agents abide by correct bookings practices, many do not and they bypass the rules, effectively "hacking" the system to book seats that are not available to legitimately book. This results in loss of revenue for the airline and in turn the airlines send us an ADM for the booking. If you are making a booking in your own GDS (e.g. Worldspan, Galileo, Amadeus or Sabre) or a GDS system provided by us, then queuing the booking over to us for issuing, you are responsible for the making sure the booking has been made legitimately. If you need any further clarifications or have any concerns over this you can contact and we will be happy to explain. If a booking is queued to us that an airline deem has been booked by abusing the system and the ticket is issued resulting in an ADM you will be responsible for the ADM and an invoice will be raised to your agency. By queuing a booking made by you to us for issuing you are agreeing to this in full. Also there are airlines which do not allow taking over sub agent's bookings, we may deny to take over those booking for issuance as those booking will have to make in our GDS only.

## **CONDITIONS APPLYING TO A AND B**

*Please remember that the person making the booking accepts ALL the booking Conditions and is liable for any amendment fees, late payments or cancellation charges that rise on behalf of ALL the passengers in their party. In addition they are also responsible for checking this and all future documentation and for advising us immediately if anything is missing or incorrect.* The details on Invoice are given in good faith based on information from the Principal at the time of booking. Should it transpire that any of these details differ you will be advised immediately.

### **1. PAYMENT**

You must pay the balance by the due date shown on the confirmation. Please note that for some telephone bookings full payments may be required IMMEDIATELY i.e. before you receive confirmation. If this applies you will be advised when the booking is made. It is very important that you pay balances when due because failure to do so may lead to the cancellation of your Travel and still leave you liable to the cancellation charges. If an extra "booking charge" applies, this would have been advised at the time of booking. However where cancellation can be avoided with the Principal a late payment fees of £20 will be applied to your balance.

## **2. ADVANCE PASSNGER INFORMATION SYSTEM (APIS)**

All airlines are required to collect Advance Passenger Information from passengers before travel to or from the USA and certain other countries. You agree to supply this information to The Travel Team Ltd Travel and consent to The Travel Team Ltd Travel passing this information to the airlines who may onward disclose it to foreign authorities. If you do not supply Advance Passenger Information, you may be refused entry to these countries. It is also important that the information is accurate so that you do not have any delay when you pass through Immigration on arrival in these countries. The information you will be asked to provide will depend on the country you are visiting but will include passport information, city and country of residence and destination address if travelling to the USA (for all travellers on your booking). If you are travelling to a country that requires Advance Passenger information, The Travel Team Ltd Travel will ask you to fill out this information on the confirmation page after you have completed your booking. If you do not have the information to hand, The Travel Team Ltd Travel will send you an email confirmation containing a link where you can enter the information manually at any time before your departure.

## **3. PASSPORT & VISA**

You must consult the relevant Embassy or Consulate for this information. Requirements may change and you should check for up-to-date position in good time before departure. We regret we can accept no liability if you are refused entry onto the flight or into any country due to failure on your part to carry the correct passport, visa or other documents required by any airline authority or country.

## **4. HEALTH**

Recommended in calculations for travel may change at any time and you should consult your doctor on current recommendations before you depart. Health requirements for your Travel destination are outlined in the Department of Health leaflet entitled. "The Traveller's Guide to health @ (T4), which is available by calling 0870 1555 455 It is your responsibility to ensure that you obtain all recommended inoculations, take all recommended medications and follow all Medical advice in relation to your trip

## **5. SPECIAL REQUESTS AND MEDICAL PROBLEMS**

If you have any special requests, please advise us at the time of booking. Although we will endeavour to pass any such requests on to the relevant supplier, we regret we cannot guarantee any request will be met. Failure to meet any special request will not be a breach of contract on our part. If we feel unable to properly accommodate your particular needs, we must reserve the right to decline/cancel your booking.

## **6. BEHAVIOUR**

When you book with us you accept responsibility for any damage or loss cause by you or any member of your party. Proper payment of any such damage or loss must be paid at the time direct to the accommodation owner or manager or other supplier. If you fail to do so you must indemnify us against any claim include legal cost subsequently made against us is a result of your actions. We expect all clients to have consideration for other people. If in our opinion or in the opinion of any other person in authority you are behaving in such a way as to cause or to be likely to cause distress, danger or annoyance to any third party or damage to property , we reserve the right to terminate your arrangement without notice. In this situation towards you ( including any return transport arrangements will immediately cease and will not be responsible for meeting any costs or expenses you may incur as a result making any refund or paying compensation.

## **7. FORECEMAJEURE**

We accept no responsibility for and shall not be tolerating in respect of any loss or damage or alterations, delays or changes occurring from unusual and unforeseeable circumstances beyond our control such as war or threat of war, civil strike, Industrial dispute including air traffic control dispute, terrorist activity, natural and nuclear disaster, fire or adverse weather conditions, technical problems with transport, closure or congestion of airports or ports, cancellations of schedule by scheduled airlines. You can check the current position on any country by telephoning the foreign and commonwealth Office's Travel Advice Unit on 0845850 2829

## **Implications of Brexit on Travel Arrangements**

Kindly note that the decision of United Kingdom to exit the European Union (EU) might have some undesirable affects on the travel arrangements.

The implications could include changes to the visa requirements of British citizens travelling to or through places within the EU. Unavailability of some flight routes and access to certain airports and ports within the EU are the other implications that the British citizens could face as a result.

As this is something entirely unexpected and beyond our control, we would treat the event as Force Majeure. However, we assure you that we would closely monitor the latest developments and update our customers as soon as we come across any confirmed bookings that could be affected.

While we would take all the efforts to arrange suitable alternatives or refunds wherever possible, we are not liable to pay you any compensation.

## **8. RECONFIRMING RETURN/ONEARD FLIGHTS**

It is your responsibility to ensure you reconfirm all your travel arrangements 72 hours prior to departure of each Leg of your Journey. The company will not be liable for any additional costs due to your failure to reconfirm the flights.

## **9. DOCUMENTS DESPATCH**

We will ask you the preference of despatching your travel documents at the time of booking. We will not take any responsibility of document not being delivered or delayed due to the wrong postal or email address given at the time of booking. Documents will normally be despatched 7 days before departure. N.B. For bookings made within 14 days of departure it may be necessary for you to collect air tickets at the airport we will notify you for the same in advance. Any other vouchers will be posted /faxed or emailed to you direct. For additional security scheduled airline tickets are usually sent by special Delivery. And in this event this is your responsibility to ensure receipt collection. Late bookings may also require special Delivery/Courier delivery of documents in which case the appropriate charges will have been advised at the time of booking. We will not take responsibility for the document delayed not delivered in post due to strike or in Royal Mail or due to public holidays It is your responsibility to make sure you make alternate arrangements to collect your travel document in these situations.

## **10. THE COMPLAINT**

If you have any reason for complaint whilst on your pilgrimage, Travel, tours or any other reservations made through us, this must be brought to the attention of The Company's local appointed representative/agent or the hotel management or other supplier immediately so that action can be taken to tackle the problem. If your representative/agent or the hotel management be unable to resolve the problem, please contact The Company office in the UK immediately. If the problem being still unresolved, record your complaints on a client comment form available on request, forward it together with full details of your complaint to The Company within 15 days after the end of your Travel. If you do not follow the above procedure, The Company will be deprived of the opportunity to investigate, rectify your complaint whilst you are on Umrah.

## **11. ATOL**

The air holidays shown are ATOL Protected by the Civil Aviation Authority, and we act as agents for licensed tour operators; the relevant ATOL number is displayed with each holiday shown. The flight bookings we make are also ATOL Protected, except when tickets for scheduled flights are sent to you within 24 hours of payment being accepted, or where your payment is made direct to airlines. ATOL Protection extends primarily to customers who book and pay in the United Kingdom.

## **12. ATOL Receipts**

As per The Air Travel Trust Fund (ATT) policy, ATOL holders and their agents must issue the correct documents to its' holidaymakers. It is important that this documentation is issued correctly as it is required to enable holidaymakers to make a valid claim for a refund from the ATT if their ATOL holder fails. In addition to the other evidentiary requirements outlined in its payment policies, the ATT will only pay claims where ATOL holders agents' have properly issued their customers at the time of booking with an ATOL Receipt that meets the statutory requirements published by the CAA. Where these statutory requirements have not been met, claimants will be advised to contact their agent for a refund. The information that ATOL receipts must contain is written below. ATOL Receipts must contain the following information: i) The name of the agent and the fact that he is acting in the capacity of agent for the Licence holder [for identified travel services]; ii) The name of

the Licence holder and the number of his Air Travel Organiser's Licence (ATOL); iii) The Licence holder's booking reference; iv) The customer lead name and other passengers and/or the number of persons booked; v) The date, origin, destination, time and airline operator and flight number (if known) of each flight booked; vi) All other elements in addition to a flight included in the price; vii) The total amount payable under the contract with the Licence holder and the amount paid to date.

### **13. Changes to Terms and Conditions**

The Travel Team Ltd Travel reserves the right to change or update the Terms and Conditions relating to use of the Site from time to time without prior notice to Users. The current version of the Terms and Conditions will be displayed within the Site from the date on which any changes come into effect. Continued use of the Site following any changes to the Terms and Conditions shall constitute your acceptance of such changes.

### **14. Governing Law**

This User Agreement is between you and The Travel Team Ltd Travel and is governed by the laws of England and Wales. The Site is offered to you by The Travel Team Ltd Travel, whose registered office is at 35 Melton Road Leicester LE4 6PN. Please note that this is also the address you should use for all correspondence regarding customer service.

### **15. Privacy Policy**

The terms of The Travel Team Ltd Travel Privacy Policy are incorporated into these Terms and Conditions. You agree to the use of personal information by The Travel Team Ltd

## **CONDITIONS APPLYING TO A AND B FOR HAJJ AND UMRAH TRAVELERS/BOOKINGS**

### **1.. GROUP TRAVELS AND RELIGIOUS TOURS**

Some of our Travels are based on minimum number of participants and in the unlikely event that these numbers are not reached we reserve the right to cancel the tour and refund all payments made. Prices are subject to increase if the group size is reduced.

### **2. HAJJ AND UMRAH PACKAGES**

You agree to be responsible for and guarantee payment in respect of all persons named on the booking. You also agree to be responsible for the behaviour of all persons travelling with your party. We will correspond directly with you and all documents will be sent to you on the confirmation of booking. It is your responsibility to ensure that all persons travelling in your party are aware of the information relevant to the Umrah or Hajj package and that they conduct themselves in an appropriate manner having regard to the sacred nature of the tour.

### **3. UMRAH VISA**

The Company visa service allows applying on your behalf for Umrah visas to Saudi Arabia. The Company is unable to guarantee the obtaining of any visa and consequently accept no liability whatsoever for any refusal or delay in obtaining Umrah visa. The Company reserves the right to claim any associated costs incurred as a result of the delay or refusal.

The Company is also not liable for any delay in obtaining Umrah visa due to misplace/lost of passport in embassy. The Company is not liable if embassy keeps passport for longer period due to additional checks. Approval Charges £ 50/ Per Passport non-refundable once approval proceeds.

**Note: The Travel Team Ltd is not liable for any changes in legislation in regards to VISA from the government of Saudi Arabia and act only as service provider on any visa services.** Umrah visas are subject to any last minute changes from Saudi Arabia, in case of any changes from the government or unforeseen reasons if you don't get visa, The Travel Team Ltd is not liable for any refunds of part or full payment towards the Hotel package, flights or any other product or services purchased relating to this.

#### **4. THE HEALTH AND GENERAL INFORMATION FOR HAJJ AND UMRAH PASSENGERS**

**It is your responsibility:**

- To check your tickets, vaccination certificates, accommodation vouchers, passport, visa or anything else which might prevent you from being allowed to travel.
- You must notify The Company immediately if you think any information is incorrect. The Company will not be responsible for any problems, which may arise in the event you failed to notify The Company.
- To make sure that your passport is valid for at least six months after the date your pilgrimage ends.
- To consider taking out travel insurance for your trip. The Company would recommend this in all circumstances.
- To ensure that you comply with all travel health requirements, such as vaccination.
- To ensure that you understand and are aware of the rituals of your Umrah and how to perform them.
- To be aware that during peak season, particularly the Ramadan period, because of the huge numbers of people on pilgrimages and the problems of overcrowding, your room facilities or furniture may be different. The Company is unable to prevent this from occurring on occasion and accept no liability for it.
- To be aware, particularly at the time of the Ramadan, flights and destination airports can sometimes be altered at the last minute. The Company has no control over this and you should accept that this could happen to you.
- To understand that Saudi Arabia is not subject to the same health and safety regulations that exist in the UK and Europe. In many areas, 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. In addition, unusual weather conditions may cause electricity failure. The Company will not be liable for any damage or losses arising from this. In most cases this leads to a useful experience but you should be aware that accommodation in apartments and hotels is provided on a shared basis (unless appropriate extra fees have been paid and this is stated on your confirmation). All information about the hotels has been provided by those hotels and may not have been verified by The Company. All hotel rooms have private bathrooms but you should be aware that the sizes of the rooms are usually smaller than those in the UK and Europe.
- To understand that the star rating of the hotels has been devised as guidance by The Company and indicates the standard of hotel offered, the meals are provided on a self-service basis in hotels and apartments. You should be aware that the food served is local food and may vary from day to day.
- Compulsory Vaccination - It is your responsibility that you should take Vaccination against Meningococcal meningitis. As per Saudi government, Vaccination against meningococcal meningitis is compulsory for all local and international Hajj pilgrims. Vaccination should be taken at least 10 days before you arrive into the country. All travelers performing Umrah & Hajj must attach a valid certificate of vaccination with their passports stating that the traveler is vaccinated 10 days prior to their arrival in Saudi Arabia. Vaccination is a must for all adults also for children above 2 years.

#### **5. ALTERATION OF YOUR CONFIRMED HAJJ AND UMRAH BOOKINGS.**

Whilst everything will be done to provide the Umrah as confirmed, The Company may occasionally have to change your arrangements or part of them. The Company reserves the right to do so without prior notice. In the case of alterations, The Company will do its best to notify you before departure. If The Company has to make significant alterations to your arrangements, it will notify you as quickly as possible. Significant alterations include:-

1. The change of airport (except between airports serving the same city) or changed by government

authorities.

2. If the outward or return flight is rescheduled by more than 24 hours. You may then:
3. Take comparable alternative Umrah Package subject to availability; OR
4. Withdraw from the booking completely in and The Company will make a full refund of payments made by you.

The factors affecting flights stopping at an airport en route are not normally known in time for notification, such alteration is not regarded as a significant change and neither are changes in carrier or aircraft type. The Company is not liable to pay compensation where the changes are by reason of unusual and unforeseeable circumstances beyond The Company control and which could not have been avoided by the exercise of all due care. These could include, but are not limited to, war, threat of war, riot, civil strife, terrorist activity (actual or threatened), industrial dispute, technical problems with transport, machinery or equipment, power failure, natural or nuclear disaster, fire, epidemic, flood, drought, unavoidable technical problems with transport, and adverse weather. The Company is also not liable to pay compensation where the change is by reason of low bookings, which applies where an insufficient number of people book a pilgrimage for it to be financially viable. All group pilgrimages require a minimum number of bookings before they will operate. The Company does not accept liability for delays to flights to or from the United Kingdom or for any cancellation of flights. The Company is also not liable to pay any compensation in case of delay departure as they are subject to air traffic control.

## **6. LIABILITY**

When you make booking with us you acknowledge there is a element of risk associated with pilgrimage generally, particularly in Saudi Arabia for the Hajj. These include overcrowding in hotels, on all forms of transport and poor management of the public places. These risks can also include the risk of injury or illness in remote places without medical facilities. You must be fit enough to undertake the pilgrimage and you must exercise reasonable care for your own safety and the safety of other members in your group.

- We shall not be liable for any personal injury. You are solely responsible for your travel/health insurance arrangements. We do not offer any travel/health insurance.
- We shall not be liable for any delay in performing Hajj rites or for failure to perform Hajj rites in the delay or failure result from circumstances beyond our control.
- The Travel Team Ltd. will not take any responsibility for safeguarding the property of individuals at any time during the journey nor for any loss or damage of any property.

## **7.. THE COMPANY'S OBLIGATION.**

1. While booking with The Company you acknowledge that there is a risk associated with the Umrah. The risks include overcrowding in hotels and poor management of public places. You should be fit enough to undertake the Umrah and you must take reasonable care for your own safety and the safety of other persons in your group.

2. If a member of your party is injured or killed as a result of an element forming part of your arrangements booked before departure from the UK, the responsibility could be accepted if the death or injury is due to a fault on our part or the part of our agents or suppliers. If any part of your booking arrangements before your departure from the UK is not as explained in our brochure, or not of a reasonable standard, The Company will accept responsibility if this is due to a fault on our part or that of our agents or suppliers. The Company do not accept responsibility if any death, personal injury or failure of your pilgrimage arrangements is not caused by any fault of The Company, or our agents or suppliers. The Company do not accept responsibility if the death, personal injury or failure of the arrangements is due to unforeseen circumstances which, even with all due care, The Company, our appointed agents or suppliers could not have anticipated or avoided.

3. The payment to you or member of your party for death, personal injury or illness, you must give The Company or our insurers the rights you may have to take action against the person or organisation responsible for causing the death or personal injury or illness. You must co-operate fully with The Company in seeking recovery of any payment made.