



## Terms and condition

User agreement between the user (User, you) and Kalimah tours & our Partners (we, us); please read these terms and conditions of use before using Kalimah tours & our Partners website and making any booking.

You consent to the Terms and Conditions when you use the Site, without qualification. If you disagree with any part of the Terms and Conditions, you may not use the Site in any way or make a booking.

All correspondence regarding customer service or your booking should be sent to Kalimah tours & our Partners, Unit 3, beebey Road, London E16 1QJ or emailed to [sale@kalimahtours.co.uk](mailto:sale@kalimahtours.co.uk)

### Contents of these Terms and Conditions:

1. Your Contract
2. Delivery of Your Booking
3. Cancellations or Modifications by you to your Booking
4. Payment
5. Passport, Visas and Health Requirements
6. Other Generally Applicable Terms
7. Your financial protection

### 1. YOUR CONTRACT

A 'booking' means any order for products you make on our Site which is accepted by us. Acceptance will be made by Kalimah tours & our Partners and a contract concluded when we have received full payment from you and sent a confirmation email from Kalimah tours & our Partners . All travel products featured on the Site are subject to availability.

Kalimah tours & our Partners **STRONGLY RECOMMENDS THAT YOU TAKE OUT ADEQUATE INSURANCE FOR YOUR ENTIRE HOLIDAY.**

### Flights

Please note that in relation to air fares there are additional terms specific to that fare. For example, 'economy restricted' tickets are normally non-changeable and non-refundable.

Flights must be used in the order set out in your itinerary - e.g. a failure to use the outbound flight or first stage of a journey could invalidate the rest of the ticket.

Please note that, in relation to flight tickets, the recommended minimum check-in time is 3 hours prior to departure for international flights and 90 minutes for domestic flights. Some airlines require you to reconfirm your return flight booking at least 72 hours before travel. Failure to reconfirm your flight booking directly with the airline may result in cancellation.

In addition, the majority of airlines reserve the right to make schedule changes and cancel confirmed bookings. While Kalimah tours & our Partners, as Agent, is not responsible for such schedule changes or cancellations, we will provide you with any reasonable assistance you require via our customer services.

We strongly recommend (particularly if you are flying economy class), that you check in early if you have particular seat requests. Kalimah tours & our Partners has no control over the allocation of seats, even if pre-booked with the airline, and can make no guarantee that specific seats will be available on departure.

Kalimah tours & our Partners is not responsible for the costs of any transfers between airports or terminals that you may incur.

Flights priced at special fares or best prices may not take the most direct route. Some itineraries require a change of aircraft en-route. A flight that is described as direct is one where there is no need to change aircraft during the journey. However, stops may be made en-route for re-fuelling or to let passengers on and/or off.

Flight times given are given on the 24 hour clock system, approximate and based on outbound flights. They may vary depending on flight schedules, type of aircraft, weather conditions etc., and are indications of the hours spent actually flying (excluding time on the ground during stops en-route or when changing aircraft) and are therefore given for guidance only and are subject to alteration and confirmation.

### **General**

As part of the booking process for flight tickets you are given the option to enter the details of any relevant frequent flyer programme of which you are a member. Please note that any such frequent flyer programme is subject to the terms and conditions of the airline through which it is offered. Those terms and conditions may not give rewards on all types of fare and class of service. Please contact the airline in charge of your frequent flyer programme if you are unsure of its terms and conditions. In relation to the 'special requests' options relating to any product (e.g. meals, disabled facilities, child seats etc.), Kalimah tours & our Partners does not guarantee any such requests but will pass these requests on to the Airlines. It is your responsibility to confirm with the Airlines whether such special requests can be fulfilled.

## **2. DELIVERY OF YOUR TICKET**

Tickets will be sent as electronic tickets via e-mail.

Kalimah tours & our Partners rely on the information that you provide as being accurate and therefore cannot be held responsible if your e-ticket does not arrive due to an incorrect email address or your junk email settings. You must notify us immediately if you change your

email address or contact telephone number. In addition, please check that the name on your passport matches the name on your ticket and/or booking confirmation.

In exceptional circumstances, Kalimah tours & our Partners may not be able to issue airline tickets for confirmed bookings due to ticketing restrictions outside its control. If this occurs we will attempt to notify you within 24 hours of confirmation and organise a refund or arrange an alternative. Where you choose an alternative and it is more expensive than your original booking, you may be responsible for paying the difference.

Please note that you may be required to produce your booking number and/or confirmation email to the relevant Airlines as evidence of your booking.

### **3. CANCELLATIONS OR MODIFICATIONS BY YOU TO YOUR BOOKING**

The following applies to all tickets booked via our Site:

Your ability to cancel or modify a booked travel product, and the method for doing so, will depend on the specific Airline's terms and conditions. Therefore it may not be possible to cancel or modify your tickets or there may be specific requirements you will have to meet.

For flight bookings, you may be able to cancel or modify your booking by contacting us by email [sale@kalimahtours.co.uk](mailto:sale@kalimahtours.co.uk). In some circumstances, Kalimah tours & our Partners may not be able to cancel or modify a travel product or service unless we receive a written request together with payment of any extra fees and associated charges. Please note that, in relation to flights, a 'no-show' for a flight may result in your ticket being cancelled by the airline and therefore not refundable. Consequently, if you desire to change a flight booking close to the departure time, we strongly recommend that you phone Kalimah tours & our Partners and obtain written email confirmation to that change before electing not to travel on the original flight. In the event that you make any alteration to your booking (including, but not limited to, cancellations, refunds, amendments and name changes), we reserves the right to charge you an administration fee of £25 GBP per person to cover the administration costs incurred by Kalimah tours & our Partners, the fee does not include any charges imposed directly by Airlines. Credit card fees and booking fees are non-refundable in the event of cancellation.

If you have used an e-voucher or received a discount when making a booking on the Site, you agree that you have read and accept the e-voucher or discount terms and conditions. Should you make any change to a confirmed booking which was originally made using an e-voucher or discount that e-voucher/discount will become invalid and you may be charged an amount equal to the value of the e-voucher/discount used.

### **4. PAYMENT**

Full payment for all ticket is required at the time of issuing the ticket.

Before payment is received in full, Kalimah tours & our Partners is not obliged to issue any tickets, confirmations, vouchers, or other travel documents. However, you shall in all cases remain liable for payment of the amounts agreed for the travel products and services ordered. Kalimah tours is authorised working in partnership with an IATA Ticketing Agent - your tickets for scheduled flights will be sent to you within 24 hours of payment being accepted.

Payment can only be paid through cheque, cash or bank transfer.

## **5. PASSPORTS, VISAS AND HEALTH REQUIREMENTS**

It is your duty to check that you are holding valid passport and visa for the country you are travelling.

Some overseas countries have an immigration requirement that your passport is valid for a minimum period after you enter that country, typically 6 months. If your passport has less than a year to run, please ensure you have a passport valid at least for the duration of your trip, although we recommend that you ask the Passport Agency before you travel to make sure. For further information about your UK passport and applications for renewal please visit the UK Passport website at <http://www.ips.gov.uk>. If your passport is in its final year of validity, we advise you confirm the requirements of the destination before making final travel plans.

The name on the passport must match the name on the ticket; otherwise you may not be able to travel. If, after booking a holiday but before travelling, any member of your party changes their name, e.g. as a result of getting married, we must be notified immediately so that we can try to make the necessary changes to your holiday documentation. Also there could be a charge for that. If you are not a citizen of the countries you propose to visit, you should contact the Embassy of those countries for information and advice on the visa requirements.

Please note: Passport and visa regulations can change and you should therefore check with the relevant embassy well in advance of travel. It is your responsibility to be in possession of a valid passport and if appropriate, a visa. It can often take some time to obtain a visa, so you are advised to apply in plenty of time. We accept no responsibility for customers who do not possess the correct documents.

It is your responsibility to check and comply with any health requirements. We recommend that British Citizens visit the 'Health Advice for Travellers' section of the Department of Health's website at [www.dh.gov.uk](http://www.dh.gov.uk) or speak to their GP. Non-British Citizens should make enquiries at their own country's Department of Health or similar advisory body.

## **6. OTHER GENERALLY APPLICABLE TERMS**

Your rights under EC Regulation 261/2004 if your flight is cancelled, delayed or your are denied boarding.

If you are travelling into or out of the EU, or on an EU carrier, you may have rights which you can assert against the relevant airline in the event that your flight is cancelled, delayed or you are denied boarding. For more information about EC Regulation 261/2004, please log on to [http://ec.europa.eu/transport/air\\_portal/passenger\\_rights/information\\_en.htm](http://ec.europa.eu/transport/air_portal/passenger_rights/information_en.htm).

### **Liability of Kalimah tours & our Partners**

Kalimah tours & our Partners does not accept liability where the failure to provide part or all of your booking, death or personal injury is not caused by any fault of us, our agents or Travel Suppliers. In respect of international travel by air, sea and rail, our liability will be limited in the manner provided by the relevant international conventions.

Where Kalimah tours & our Partners is liable for direct loss this will be limited to a maximum of the total price of the products or services in respect of which a claim is made.

Kalimah tours & our Partners will not be liable for any indirect or consequential loss of any kind in contract, tort or otherwise arising out of your use of this Site or any of the travel products or services booked or purchased on the Site.

### **Queries and Complaints relating to your Booking**

Please contact our customer services team, if you have any other enquiries or complaints relating to your booking prior to departure.

### **Advance Passenger Information APIS**

All airlines are required to collect APIS from passengers before they travel. You agree to supply this information to Kalimah tours & our Partners and consent to Kalimah tours & our Partners 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).

### **Customer Behaviour**

It is your responsibility to ensure that you do not behave in a way which is inappropriate or causes offence or danger to others or which risks damage to property belonging to others (including but not limited to drunkenness, air rage) whilst on your holiday or using a service/product. If your behaviour is inappropriate and/or causes offence, or damage to others, or risks damage to property belonging to others, we and/or our Travel Suppliers (e.g. airline staff) may cancel your booking, in which case our and our Travel Supplier's responsibility to you will cease immediately and you will not be eligible for any refunds, payments of compensation and/or any reimbursement of any cost or expenses you may incur as a result of such termination. Further, you will be liable to reimburse us for any expenses we incur as a result of such termination.

### **Use of the Site**

The Site is provided on an 'as is' and 'as available' basis. Kalimah tours & our Partners does not accept any liability in respect of your ability to access or use the site at any time or any interruption in that access or use or any failure to complete any transaction. Kalimah tours & our Partners does not warrant that the Site is free from computer viruses or other properties that may cause loss or damage.

### **Information on the Site**

Kalimah tours & our Partners offers all of the general information on the Site for purposes of guidance only. Please note that Kalimah tours & our Partners may at any time change any aspect of the Site or its content, including the availability of any suppliers, features, information, database or content. You need to check with the relevant Travel Supplier, destination, embassy, or tourist office to confirm the guidance is up to date. In particular, with respect to passports, visas, and vaccination requirements, Kalimah tours & our Partners does not guarantee that the information is always up to date and it is your responsibility to ensure that you understand and comply with all relevant passport, visa, and vaccination requirements. Kalimah tours & our Partners does not guarantee that information on the Site (including without limitation prices, descriptions or dates) is free from errors or omissions but

we will use all reasonable endeavours to correct any errors or omissions as soon as practicable once they have been brought to our attention.

### **User Obligations**

You agree to be bound by the following obligations, including without limitation:

You accept financial responsibility for all transactions made under your name or account.

You must be 18 years of age or over and have legal capacity.

You warrant that all information you provide about yourself or members of your household shall be true and accurate.

The Site must not be used for speculative, false or fraudulent bookings.

The transmission of threatening, defamatory, pornographic, political, or racist material or any material that is otherwise unlawful is expressly prohibited.

The Site and any content may not be modified, copied, transmitted, distributed, sold, displayed, licensed or reproduced in any way by you, except that one copy of the information contained within the Site may be made for personal, non-commercial use.

### **Denial of Access**

Kalimah tours & our Partners reserve the right to deny access to the Site at any time without notice.

### **Links to Third Party Web Sites**

The Site may contain hyper links to external web sites owned and operated by third parties. Kalimah tours & our Partners has no control over or association with such third party sites and no responsibility in relation to the accuracy, completeness and quality of the information contained within them. Any and all contents on these external web sites do not reflect products, services or information provided by Kalimah tours & our Partners. You should direct any concerns regarding any external link to the site administrator or webmaster of such site.

### **Force Majeure**

Kalimah tours & our Partners shall not be liable for any failure in the course of this Agreement if the same shall arise out of a force majeure event. This shall include without limitation government intervention, wars, civil commotion, hijacking, fire, flood, accident, storm, strikes, lockouts, terrorist attacks, or industrial action affecting Kalimah tours & our Partners or its suppliers.

### **Copyright and Trademarks**

The copyright and all proprietary rights in the Site and all content are reserved by Kalimah tours & our Partners. The material contained within the Site is the property of Kalimah tours & our Partners or its affiliates unless identified as belonging to third parties. The name Kalimah tours & our Partners and any other marks, logos and graphics of Kalimah tours & our Partners displayed on the Site are registered trademarks of Kalimah tours & our Partners

or its affiliates. Other company and product or service names displayed on the Site may be the trademarks of their respective owners.

You are not granted any right or licence to use any trademarks.

### **Privacy Policy**

The terms of the Kalimah tours & our Partners Privacy Policy are incorporated into these Terms and Conditions. You agree to the use of personal information by Kalimah tours & our Partners and its affiliates or third party suppliers in accordance with the terms of and for the purposes set forth in the Kalimah tours & our Partners Privacy Policy.

### **Security Policy**

Kalimah tours & our Partners uses secure technology in order to safeguard personal information and financial transactions. Kalimah tours & our Partners complies with the procedures and security standards as further set out in the Kalimah tours & our Partners Security Policy.

### **Changes to Terms and Conditions**

Kalimah tours & our Partners 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.

### **Governing Law**

This User Agreement is between you and Kalimah tours & our Partners and is governed by the laws of England and Wales.

The Site is offered to you by Kalimah tours & our Partners, whose office is Unit 3, beebey Road, London E16 1QJ . Please note that all correspondence should be sent to Kalimah tours & our Partners Tours Unit 3, beebey Road, London E16 1QJ.

### **Security**

Shopping online is no longer a new phenomenon. When you choose to pay by card on our site, this will be processed by redirecting you to pay site. Security need not be the reason stopping you shopping online.

But with Kalimah tours & our Partners, security goes further than protecting your chosen payment details. We're doing everything to ensure that your tickets are with you when we say they will be. We'll always do our best to let you know if any of your flight details change. In fact, we'll help you feel secure throughout your travel experience.

### **Refund Policy**

Refund is on discretion of the Airline, most tickets are non refundable, but in most cases you will be entitled to have the tax/surcharge amount refunded. For further advice and help on refunds, please e-mail [sale@kalimahtours.co.uk](mailto:sale@kalimahtours.co.uk) quoting your booking reference no.

Where you have purchased packages including visa, once visa has been procured no refund will be given with respect to the payment you have made for the package part of the tour [visa, hotel and transport], except for air ticket.

Before visa has been procured if cancellation is made more than 4 weeks before departure, then you will receive a full refund for the package part of the tour except air ticket cost, minus £30 admin fee per person.

If less than 4 weeks remain, then no refund will be given for the package part of the tour.

#### **Refund for Umrah - if customer cancels**

If ticket has been issued then no refund will be given for ticket charge except for any refund given by the airline.

If visa has been applied for then £85 per visa fees will be charged outside of Ramadan time. For Ramadan visas prices will be higher and vary from time to time.

If hotels are included in the package then if cancellation is made up to 2 weeks prior to departure then 1 night no show charge in Makkah and Madinah will be applied. If less than 2 weeks left then full hotel charges will apply.

If package includes transport and Ziyarat, no charges will be applied if cancelled up to 24 hours prior to departure.

IN ALL ABOVE CASES ANY REFUND DUE WILL BE GIVEN 6-8 WEEKS AFTER THE REFUND APPLICATION HAS BEEN MADE.

#### **Refund for Hajj - if customer cancels**

Hajj package is fully non refundable up to 8 weeks prior to departure. However if the customer cancelling is able to replace himself/herself with another individual then an exchange can be made in which case the cancelling customer can be fully refunded.

If the customer cancels within 8 weeks of departure and has not fully paid, the remaining balance of the package will be pursued

#### **Refund for Hajj / Umrah- if due to our fault**

If due to any unforeseen circumstances we are not able to provide you service, then we will refund you charges for the same. This may apply to one part of the package [i.e. food] or anything that covers the entire package [i.e.visa]. If the part covers the entire package then whole package will be refunded.

Refund for Hajj packages may take up to 1 year to be processed depending on the number of people involved. Or subject to your agreement provide you a similar package the following year.

Refund for Umrah packages may take up to 6-8 weeks to be processed. Or subject to your agreement provide you a similar package in the future.

In urgent circumstances where the customer can show clearly that not returning this money will affect their day to day living, then we will endeavour to expedite the refund process.

The above refund policy applies to customers and agents.

#### **Charges for Umrah visa**



Once an Umrah visa application is made and a Ministry Of Foreign Affairs registration number had we will charge £80 admin fee, regardless whether subsequently the Saudi Embassy gives a visa or not. You agree to this charge if applying for an Umrah visa.

### **Privacy Policy**

At Kalimah tours & our Partners, we understand and respect the importance of your privacy. In this privacy policy, we explain how we collect data about you and your use of this website, how we use that data, who that data may be sent to, and how you can amend data you have submitted to us.

### **How do we collect data about you and your use of the website?**

We ask you for personal information in a variety of circumstances:

1. when you make a reservation or purchase something from our website or through our customer service team - by email, letter, fax, or on the phone;
2. when you register with us, subscribe to our newsletter, enter competitions or register for promotions; or
3. when you take part in surveys or provide us with feedback.

To make Kalimah tours & our Partners work even better for you, we also use 'cookies' to collect information about your use of the website. Cookies are a feature of web browser software that allows web servers to temporarily store information within your browser, which in turn allows us to recognise the computer used to access Kalimah tours & our Partners. Most browsers automatically accept cookies but you can delete existing cookies from your browser. You can also edit your browser options to choose not to receive cookies in future. For further information on cookies, we recommend you visit [www.allaboutcookies.org](http://www.allaboutcookies.org)

To establish how customers reach our site, we employ a third party to collect information through cookies. No personal information (i.e. that can identify you) is collected during this process.

### **How do we use your data?**

We may use your data for the following principal purposes:

1. to provide you with the highest possible level of service (such as a special meals request) and to help you to get the best out of our website;
2. to fulfil the bookings and purchases you have made through our website, and any other requests we receive from you;
3. to contact you about changes to your itinerary e.g. flight schedule changes, delays etc, or to send you useful information about your trip;
4. to notify you about our products and services, special offers and promotions and any other marketing materials which we think may interest you. While this may include material about third party products from time to time, those third parties will not contact you directly (unless you subsequently ask them to!);

5. for other administrative purposes and for internal analysis; and
6. to occasionally participate as part of a survey or to get feedback

Normally we will contact you by email but we may occasionally contact you by mail, phone, fax or sms (mobile phone text messages).

As we may need to contact you regarding flight schedule changes or cancellations as quickly as possible after they are notified to us by the airline we strongly recommend that when booking you give us a valid email address and phone number that is accurate and does not block calls from business numbers before and during any travel period.

### **Who may your data be disclosed to?**

We disclose your data to our partners who will only use your data for the purposes of fulfilling your booking requests.

We will not disclose your data to any other third parties except where it is necessary for the purposes of fulfilling any bookings, purchases or requests that you make on the website, through our customer service team, for the purposes of credit checks or fraud prevention or as otherwise described in this policy. We may be required to disclose your information if required by any applicable law or regulation. We may also disclose your data to reputable third parties and professional advisers acting on our behalf and who are obliged to keep that data confidential.

All airlines are required to collect Advance Passenger Information from passengers before travel. For this purpose, your data may be disclosed to airlines who may onward disclose it to foreign authorities.

### **Transfer of information**

If it is necessary to transfer your data to a company based outside the EU (e.g. for the purpose of fulfilling your booking) then we will make every effort to ensure that your personal data is processed in accordance with the Data Protection Act 1998 and any other relevant legislation in force from time to time.

### **How can you amend or suppress your personal data?**

We have done our best to make it easy for you to amend or suppress the personal data you have submitted. In addition, when you sign in you will see a link called 'Profile' that allows you to edit or delete your details. If you require any other information about the data we hold about you please email [info@kalimahtours.co.uk](mailto:info@kalimahtours.co.uk)

### **Traveller Profiles**

Kalimah tours & our Partners collect personal information about travellers when a booking is made. Kalimah tours & our Partners also has a facility whereby traveller profiles (both for yourself and others) are stored to save you typing these details each time you make a booking. This information includes traveller name, date of birth, contact details, meal preferences, credit card and invoicing information, frequent flyer programmes and travel preferences.

As traveller profile information may relate to persons other than yourself, you should ensure that any information you provide, which relates to others, is provided with those persons consent to its use in accordance with this privacy policy.

### **Opt out**

If you wish us to stop sending you newsletters or details of other offers and promotions please automatically subscribe through the unsubscribe link in our emails or email us at [sale@kalimahtours.co.uk](mailto:sale@kalimahtours.co.uk)

## **7. Your financial protection**

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.

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 or a suitable alternative (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, the travel agent (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.

Klaimah tours reserves all right to make amendment without notice.