

# AL-Furqaan Tours & Travels

## Hajj, Umrah & Ziyarat Services

“BAKHTAWAR COMPLEX” Room No. 1, 2<sup>ND</sup> Floor, Municipal Market, Regal Lane,  
Near LIC Office, Maulana Azad Road, Lal Chowk SRINAGAR KASHMIR - 190001.  
Tel. (0194) 2477421 Mobile (+91) 9797870820 E-mail: alfurqaan786@gmail.com

NAME OF THE PILGRIMAGE \_\_\_\_\_

PILGRIMAGE CODE \_\_\_\_\_ APPROX DEPARTURE DATE \_\_\_\_\_

Category \_\_\_\_\_ Meals \_\_\_\_\_ Transport \_\_\_\_\_

I / we shall appreciate if you could kindly book my / our seat on above mentioned pilgrimage and I / we am / are enclosing sum of Rs. 20,000/- / 50,000/- per person as a nonrefundable interest free advance amount. The details are given below:

Sr. No.	Name ( as per passport) The Pilgrim Signing the Form must be mentioned first		Passport Details				Date of Birth	Mehram's Name	Relationship with Mehram
	First Name	Surname	Passport No.	Place of Issue	Dt. of Issue	Dt. of Expiry			
1									
2									
3									
4									
5									
6									

Residence Address: \_\_\_\_\_ Office Address: \_\_\_\_\_

City: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Pin Code: \_\_\_\_\_ State: \_\_\_\_\_ Pin Code: \_\_\_\_\_

Resi Tel: \_\_\_\_\_ Office Tel: \_\_\_\_\_ Mobile: \_\_\_\_\_ E-mail: \_\_\_\_\_

I / we have read and understood AL-Furqaan Tours & Travels pilgrimage Boucher and accept the booking conditions and agree to comply with the same. I / we further agree to abide to all the terms and condition mentioned overleaf of this contract.

Applicant 1	Applicant 2	Applicant 3
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Sign: \_\_\_\_\_ Date: \_\_\_\_\_

DECLARATION: I / we hereby as mentioned in the pilgrimage Boucher declare that I / we are eligible of our BASIC TRAVEL QUOTA SCHEME of the RBI and I / we also agree to surrender the dollar component of the pilgrimage we have selected AL-Furqaan Tours & Travels for making our pilgrimage arrangement abroad.

Sig: \_\_\_\_\_ Sig: \_\_\_\_\_ Sig: \_\_\_\_\_

Applicant 4	Applicant 5	Applicant 6
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Sign: \_\_\_\_\_ Date: \_\_\_\_\_

NOMINEE STATEMENT: I / we hereby state that in case I / we die before the commencement of the pilgrimage in India. Please refund my pilgrimage amount after deducting the cancellation charges as applicable to my nominee. I / we further state that in case I / we further die after commencement of the pilgrimage abroad AL-Furqaan Tours & Travels can arrange my burial where I / we die according to the rules & law of that country's government and arrange to handover my pilgrimage belongings to my / our nominee whose name is stated below.

Name of the Nominee: \_\_\_\_\_ Relationship with the Pilgrim: \_\_\_\_\_

Full Address of the Nominee: \_\_\_\_\_

Signature of the Pilgrim: \_\_\_\_\_ Date: \_\_\_\_\_ Sig: \_\_\_\_\_ Sig: \_\_\_\_\_ Sig: \_\_\_\_\_

## AL-FURQAAN TOURS & TRAVELS BOOKING CONDITIONS

**THIS IS A CONTRACT BETWEEN AL FURQAAN TOURS & TRAVELS AND THE PILGRIM WHO IS TRAVELLING TO HAJJ / UMRRAH / ZIARAT. IF YOU ARE UNCLEAR ON ANY PART OF THIS CONTRACT YOU ARE ADVISED TO SEEK INDEPENDENT LEGAL ADVICE BEFORE SIGNING THIS AGREEMENT.**

### **DEFINITIONS**

A) PILGRIM means the Person / Persons in whose name and / or whose behalf the booking is made and / or whose name is on the Booking Form, Provisional / Confirmed Passenger Tour Ticket.

B) Company means AL FURQAAN TOURS & TRAVELS.

C) INDEPENDENT CONTRACTOR means "Any Hotelier / Hotel Owner, Owner of any Airlines or Shipping Company or Railway, Ferry Boat Owner / Operator, Cruise, Coach Owner / Operator or any other Person or Organization who has been selected to render services to the Pilgrim".

### **REGISTRATION**

The pilgrim has been supplied with details for the pilgrimage arrangement and pilgrimage Boucher of the relevant year. The pilgrim shall read the same carefully before filling and signing the registration form terms and conditions on Boucher registration form. Payment receipt shall be binding on the parties and shall constitute contract between the parties. The signing of the registration form by the pilgrim shall mean acceptance in totality of the terms and conditions contained herein by the pilgrim. The company reserves the right to decline to register any person or persons as pilgrim for any pilgrimage without assigning any reason whatsoever. There is no contract between the company and the pilgrim until the company has received the appropriate nonrefundable deposit. The full payment must be received in accordance with procedure laid under the heading "HOW TO BOOK". If not paid in that time the company reserves the right to cancel the booking with consequent loss of deposit and apply scale of cancellation charges as mentioned in this brochure.

### **BOUCHER ACCURACY**

The information given in this Boucher is as accurate as we can make it. Our Boucher descriptions are of amenities normally available. Every effort is made to maintain accuracy of the information. However circumstances might change due to any event beyond our control. Pilgrimage itineraries, prices, departure dates, hotels etc. are provisional and subject to change. In case we are aware of these changes sufficiently in advance we will inform you. Else, we will apprise you of the same during the pilgrimage. Please note that the Boucher was produced a few months in advance. Every effort is made to avoid such a situation.

### **ITINERARY CHANGES**

We may often operate more than one coach per departure date. For the comfort and convenience of our pilgrims we will sometimes reverse the direction or slightly amend the itinerary. We will try to advise you of these amendments, prior to the start of the pilgrimage or on the pilgrimage. In the event that the pilgrim misses a part of the sightseeing pilgrimage or of any such pilgrimage due to delay on his / her part then he / she will not be entitled to claim refund of the same.

### **SAFE DEPOSIT LOCKERS**

Safe deposit lockers are available in most hotels. You are advised to keep your valuables in the safe deposit lockers at the time of check in and not in your hotel room.

### **CONDITIONS OF BOOKING**

We are travel and tour organizers only. We do not control or operate any airline, neither do we own or control any shipping company, coach or coach company, hotel, transport, moallim services or any other service mentioned in the Boucher. We take care in selecting all the necessary ingredients required for conducting your pilgrimage keeping in mind your benefit and comfort. And just because we only select and inspect them and have no control in running of them, we cannot be responsible for any delay, improper services provided by these independent agencies, for injury, death, loss or damage which are caused by the act or omissions of the management or employees of any hotelier, airlines, shipping company or coach operator who are the company's independent contractors arising outside our normal selection and inspection process. We are also not responsible for the delayed or deficiency in services provided by airlines, transport, hotel, any provider of services, or any acts / actions of co-pilgrim, which may result in availing the following and / or other services on the pilgrimage.

### **CONDITIONS OF TRAVEL**

All tours / pilgrimages are subject to laws and rules of RBI / GOI. The pilgrim will have to strictly follow the pilgrimage program and return to India as per the validity of the pilgrimage. After entering into Saudi Arabia or any other country no pilgrim shall be allowed to give up his / her companionship with his / her group or cancel or change his accommodation. He / she will have to travel with the group and will not be allowed under any circumstances to leave the group. Those pilgrims who do not travel with the group throughout the pilgrimage shall under no circumstances be entitled to any refund. It shall be noted that for all purposes, it shall be the responsibility of the pilgrim to reach the place of commencement of the pilgrimage and register with the representative of the company at the appointed place, date and time.

### **REFUND POLICY**

The company reserves the right to determine the quantum of refund payable in case of cancellation or amendment of a pilgrimage due to Force Majeure or Vis majeure. Such refund would be based on various factors like the number of participants, the cancellation policies of suppliers like hoteliers, coach operators, etc. and the decision of the company on the quantum of refund shall be final. Refunds (if any) for amendments and / or cancellation will be paid directly to pilgrims by the company. It would take at least 60 days to process such refunds. There shall be no refund if the pilgrim fails to join the group at the commencement of the pilgrimage or joins the group late or leaves the group before culmination of the pilgrimage. There shall be no refund if the pilgrim does not or cannot utilize any service included in the pilgrimage cost like meals, rooms, excursions, etc. nor can any refund be made for no-show, lost, mistaid or destroyed travel tickets or vouchers. Company will not be responsible if the pilgrim misses his / her flight

due to any reason and in such case the no refund will be given (Personal Reasons, Sickness, Pregnancy, Bad Weather, Air Traffic Control, Mechanical Failure of Aircrafts, Acts of Terrorism, Acts of Nature, Acts of Government, Force Majeure, Vis Majeure, Strikes, Riots, Wars, Hostilities, Disturbances).

### **CHANGES IN PRICE**

The prices quoted in the Boucher have been calculated at the rate prevailing at the time of printing of the Boucher / pamphlet. The company reserves the right to amend the prices published in the Boucher / pamphlet in case of increase in airfare, moallim fees, bus charges, increase in the various cross rates of exchange and any additional charges or tax by the Government before the date of departure and to surcharge accordingly. All such increases in price must be paid for in full before departure by the pilgrim.

### **OTHER TERMS & CONDITIONS**

01. Basis arrangement like airline booking, accommodation, food and menus will be decided by management keeping in view the interest of pilgrim and no interference whatsoever by any pilgrim will be accepted. However pilgrim preferring our package can submit their views and suggestions before commencement of pilgrimage which will be welcomed by the management and introduced if found suitable.

02. The company has the right at any time and for any reason:

a) To terminate contract after acceptance of deposit but prior to the commencement of pilgrimage without assigning any reason whatsoever. In the event, the company may refund the amount of deposit to the pilgrim without payment of any interest.

b) To amend, alter, vary or withdraw any pilgrimage or facility it has advertised or to substitute an independent contractor of similar class if it is deemed advisable or necessary and the pilgrim shall have no rights to raise any dispute regarding the same.

In either case, the company shall not be liable for any damage, additional expenses or consequential loss suffered by the pilgrim or for any compensation claim.

03. It shall be the duty of the pilgrim to inform the company in case the pilgrim has any medical conditions that may affect his ability to enjoy and pursue fully the pilgrimage arrangement. The company reserves the right where appropriate to ask the pilgrim to provide written certification of his medical fitness before departure.

04. It is a condition of booking that you take out pilgrimage insurance from your local travel insurers.

05. In the event of the company exercising its right to amend or alter any pilgrimage advertised in their Boucher after such pilgrimage has been booked the pilgrim shall have the right:

a) To continue with the pilgrimage as amended or altered.

b) To accept any alternative pilgrimage which the company may offer.

In either of these above uses the pilgrim shall not be liable / entitled to or the company shall not be liable to the pilgrim for any damage, additional expenses, consequential loss suffered by him or to pay any amount as refund.

c) In event that the company is unable to conduct a particular pilgrimage, the company shall at its own discretion refund the amount of the cost of the said pilgrimage to the pilgrim without any interest on the white. The pilgrim will not be entitled to make any grievance thereafter in respect of the same.

06. It is the responsibility of the pilgrim to hold valid transfer documents such as passport and visas and to furnish all documents required by the company for the application. In the event the application for visa made by the company on behalf of pilgrim is rejected by the concerned embassy due to any reason whatsoever, the company shall not be responsible for same and all cost charges in respect of such application for the visa shall be borne by the pilgrim.

07. Company cannot be held responsible if the passports / documents are delivered late, misplaced, damaged or lost by the courier services and the company shall not be liable to the pilgrim for any damage, additional expenses, consequential loss suffered by him or to pay any amount as refund.

08. VISA STAMPING IS SUBJECT TO APPROVAL BY SAUDI EMBASSY ONLY. Company will not be responsible if visa application is rejected by Saudi Embassy and in that case Mofa fees will have to be paid by pilgrim. Visa stamping fees is nonrefundable. The Ministry of Hajj issues the Hajj Stickers / Visa to the travel agent on the submission of documentary evidence that the travel agent has paid fully for the accommodation for the pilgrim in Makkah and Medina. All payments are nonrefundable including airline tickets therefore pilgrim must understand the value of Hajj Stickers / Visa from Ministry of Hajj before committing for the trip and agree to the refund / cancellation policy. Once the Hajj Stickers / Visa and airline ticket are issued no refund will be possible. No alteration or change could be incorporated after stamping of Hajj Stickers / Visa. In the KSA the Saudi government has the sole responsibility for the movement of pilgrims between Jeddah, Makkah, Mina, Arafat, Muzdalifa, Medina or any other point of pilgrim in the KSA (All your costs have been covered by the Hajj Draft). Our tour manager has no control whatsoever over the transportation, this include and not limited to, timing, quality of the transport, duration of the journey, facilities on the transport. Our tour manager will assist where possible but this element of the pilgrimage is outside of our control and company cannot be held responsible in any shape or form. The KSA has the sole responsibility of tents in Mina & Arafat; our tour manager will assist where possible; the company cannot be held responsible for the quality or services at these points in the pilgrimage. Transportation from Mina to Makah and back on 10<sup>th</sup> & 11<sup>th</sup> Zil Hajj, Muzdalifa to Mina on 10<sup>th</sup> Zil Hajj and any individual transfer is not included. Transportation for Tawaf-e-Ziarat is not included.

09. Food will not be provided on airports and during intercity transfers and in Muzdalifa.

10. All Hajj / Umrah pilgrims arrive in Jeddah at Hajj terminal. Since nobody from outside is allowed to enter the Hajj terminal except the airport and service provider staff (visa provider), you will be received at Hajj terminal by the service provider personal and they are responsible to arrange bus for you to proceed to Hotel in Makkah. Normally the procedures at the Haj terminal takes around 6 to 8 hours, you are advised to carry some food items (snacks) in case you require and we request you to please be patient and to co-operate with the staff at the airport.

11. Every pilgrim is responsible to look after his / her own ticket. Please do not attach your ticket to the passport. The passport will be taken off you at Jeddah airport & will be returned to you once you have returned to Jeddah airport having performed Hajj / Umrah.

12. Company shall not be held responsible either for any loss, delay, damage, fading of color, stains of any type or shrinking of clothes by the laundry services.

13. Room allotments will be as per our arrangement. No room choices will be entertained.

14. Room Service is not available.

15. Pilgrim travelling by air will be subjected to the airline restrictions / limitations on baggage weight / size / number currently 20 kg to 30 kg for economic class where each passenger to carry two pieces of checked-in baggage and one hand bag. Excess baggage fees have to be paid by pilgrim. All baggage and personal items at all times and in all circumstances shall be the responsibility of the pilgrim. Company will not be responsible for any lost, damaged or delay of luggage but will offer full support and help if luggage is lost in trying to recover it. We will not be financially responsible for its replacement and neither responsible for the missing luggage and for the picking up and delivering of your luggage. Coolie services will not be provided everyone carries his / her own luggage hence travel light.

16. If any country hinders or stops any pilgrim or all pilgrims from entering into its boundaries / borders, due to any past objectionable reference of such a person (s ) in that country's record or due to a breakout of an epidemic in the originating country or any country from where the pilgrim has traveled or due to political strike, war, or the closure of airport or any other reason or enforces any kind of restriction or ban and consequently the pilgrim cannot visit that country wholly or partly, company shall not be held responsible for such action by the government authorities of that country and under such circumstances no refund shall be applicable. All will have to obey and abide by the laws of that country.

17. The company shall in no circumstances whatsoever be liable to the pilgrim or any person travelling with company for:

a) Any death, personal injury, sickness, accident, loss, delay, discomfort, increased expenses, consequential losses and / or damage or any kind of theft howsoever caused.

b) The temporary or permanent loss or damage to baggage or personal effect howsoever caused.

In this condition the expression 'howsoever caused' includes willful negligence on part of any person.

18. Company accepts no responsibility for luggage losses, injuries, damages, accidents and additional expenses due to delay of flights, misconnection, sickness, bad weather, strike, war, quarantine breakdown, transport breakdown or the closure of airport due to war etc.

19. If in the event that the pilgrim is booked on a particular airline and due to certain reason the said flight is over booked and the pilgrim is not allowed to board the flight, the pilgrim shall not hold the company, responsible for the same and no claim / refund whatsoever can be made by the pilgrim against the company.

20. The company shall not be responsible and / or liable for any damage caused to the pilgrim due to reasons beyond the control of the company. (Force Majeure Vis Majeure)

21. Satisfaction of the pilgrim is our prime consideration. If the pilgrim has any complaint in respect of services provided by any independent contractors, the same shall be immediately notify in writing to the independent contractors and a copy handed over to tour manager of the company in order to enable the company to take up matter with the independent contractor. In the very unlikely event of there being something not to your satisfaction on the pilgrimage that is directly in our control, should be reported immediately so that there is an opportunity to correct / rectify the same. The company shall not accept liability in respect of claims which are not reported to us immediately.

22. No liability on the part of AL FURQAAN TOURS & TRAVELS arising in any way out of this contract in respect of any pilgrimage shall exceed the total amount paid or agreed for the pilgrimage and shall in no case include any consequential loss or additional expenses whatsoever.

23. It is hereby declared that the immunities provided under this contract shall be available to the company's managers, including tour manager, employees, servants and agents but not to the independent contractors selected by the company.

24. No person other than the company, in writing, has authority to vary, add, amplify or waive any stipulation, representation, term or condition set forth in this Boucher.

25. Each of these conditions shall be severable from the other and if any provision be invalid, illegal or unenforceable the remaining provisions shall nevertheless have full force and effect.

26. For all claims, disputes of whatsoever nature relating to the tours / pilgrimage marketed / coordinated by AL FURQAAN TOURS & TRAVELS the COURTS in SRINAGAR shall alone have JURISDICTION.

**BY SIGNING BELOW I, PILGRIM OR ARRANGER HAS READ THE ABOVE CONDITIONS AND AGREE WITH ALL TERMS AND CONDITIONS. ALSO FULLY UNDERSTAND THE PACKAGE WHICH I AM PURCHASING. [WHAT INCLUDED AND WHAT EXCLUDED IN THE PACKAGE]**  
(Our latest Boucher should be referred for inclusions / exclusions and cancellation / refund policy of the package in particular chosen by the pilgrim)

**Pilgrim or Representative Signature:** \_\_\_\_\_

**Place:** \_\_\_\_\_ **Date:** \_\_\_\_\_