



In The Name of Allah, Most Gracious, Most Merciful
HAJJ AND UMRAH SERVICE CONTRACT

between **KHIDMATUL 'AWAAM PILGRIM SERVICES**
(Herein Referred to as "The Operator")

"A Non-Profit Company" (NPC) Incorporated Not for Personal Gain
Registration No: 2008/010084/08

AND

_____ **ID NO:** _____

(Herein Referred to as "The Pilgrim") And on Behalf of Pilgrims Listed on Annexure "A" (If Applicable)

1. PREAMBLE

WHEREAS the Pilgrim intends to perform pilgrimage to the blessed cities of Makkah Mukarramah and Madina Munawwarah with the intention of performing hajj and umrah and the option to visit other Islamic holy cities like Jerusalem and/or Leisure travel to any other destinations.

WHEREAS the Operator warrants that it can perform its functions and/or service(s) to the Pilgrim with the necessary degree of care, skill and diligence.

WHEREAS the parties have solemnly agreed to enter into this agreement subject to the following material terms and conditions as set out herein below.

2. INTERPRETATION

In this Agreement, unless the context otherwise indicates:

- "Agreement" means this Agreement and all Annexures hereto;
- "Business Day" means any day other than a Saturday, Sunday or public holiday officially recognized as such in the Republic of South Africa.
- "Deposit" means an amount as stipulated in Annexure B hereto, which is payable on Signature Date or on any other date agreed to by the parties in writing.
- "Force majeure" refers to unforeseeable events or circumstances beyond the control of parties, which may excuse them from fulfilling their contractual obligations.
- "Group" means a congregation of fellow Pilgrims, including the Pilgrim, who will be travelling together for the duration of the Hajj and/or Umrah and/or Leisure experience.
- "Operator" means Khidmatul Awa am Pilgrim Services (NPC), a NON-PROFIT COMPANY, INCORPORATED NOT FOR PERSONAL GAIN, which carries on business, with its principal place of business in Gauteng , Corner Rose and Nirvana Drive, Lenasia; Email: info@kasa.org.za; Website: www.kasa.org.za - "Parties" means the Operator and the Pilgrim/s reflected on the face of this Agreement
- "Party" shall mean any one of them, as the context indicates.
- "Payment Deadline" shall mean is the specified date or time limit by which a payment must be made to fulfill an obligation or complete a financial transaction.
- "Pilgrim" means person or group of persons reflected on the face of this Agreement who requires certain services from the Operator as set out in "Annexure A" hereto.
- "SAHUC" means the South African Hajj and Umrah Council and an UNINCORPORATED BODY
NOT FOR PERSONAL GAIN:
- Supplier(s) means legal entities persons from whom an operator procures services in respect of the Pilgrim's travel requirements including but not limited to, flight bookings from airlines, accommodation from landlord(s) and hoteliers, transfers from taxi/bus services, meals from restaurants and/or hotels.
- "Date of Signature" means the date upon which the last party signs this Agreement.

3. COST OF PACKAGE

The total costs of the package as agreed between the Parties in terms of the Agreement is the sum of R_____ as reflected in Annexure A and B. For ease of reference the actual costs which each individual Pilgrim is liable to pay is set out in Annexure "A" next to the name of each Pilgrim. Cash Deposit fee will be applicable as this cost accrue to the account of the Operator (only in the event of the Bank charging the Operator a fee).

Payment of the costs of the package shall be paid into the following account, whichever is applicable:	
Banking details in respect of Hajj Account Bank: al Baraka Bank, Cheque Account Account Name: Khidmatul Awaam Pilgrim Services Account No: 786 0023 4892 Branch Code: 800 000 Branch: Lenasia Payment Ref:	Banking details in respect of Umrah Account Bank: FNB, Cheque Account Account Name: Khidmatul Awaam Pilgrim Services Account No: 622 5376 2910 Branch Code: 250-737 Branch: Lenasia Payment Ref:

4. CANCELLATION OF BOOKING BY PILGRIM

- 4.1 In the event of the Pilgrim making any changes or cancellations to the reservation which causes prejudice to the Operator, the Pilgrim shall be liable for any additional charges imposed by the respective airline or hotel management arising therefrom. The Pilgrim acknowledges that the respected airline or hotels may have its own policy regarding refund allocations, including but not limited to, its refund policy in respect of any unforeseen circumstance such as sickness or death and that a Pilgrim will not be entitled to a refund if the operator does not receive the refund for such change/s and/or cancellation/s.
- 4.2 In the event that the Operator has complied with the terms of this agreement, including the confirmation of flight bookings and the Pilgrim decide to cancel this agreement and claim a refund which had been advanced to the Operator, in that event, the Operator shall be entitled to deduct any expenses incurred by the Operator, which expenses include but is not limited to the airline costs, hotel costs, administrative charges should the Operator be unable to obtain a substitute Pilgrim in order to mitigate the loss of the Pilgrim.
- 4.3 In the event of the accredited Pilgrim for Hajj or Umrah deciding to cancel this agreement, the Pilgrim accepts and agrees that the deposit paid may be forfeited in its entirety or partially depending on the circumstances. The Pilgrim agrees that in the event of a unilateral cancellation by the Pilgrim, the Operator has its own policy regarding the cancellation, and in these circumstances the Pilgrim agree that the operator cannot be held liable for any refunds. In circumstances such as Covid-19 or any of its variations, wars, epidemics, pestilence, plague, or any circumstances beyond the control of the Operator, the Pilgrim agree that in these circumstances the Operator will not attract any liability in the event of the Pilgrim suffering any loss.

5. DEPOSIT FOR UMRAH

If the Pilgrim makes an intention to perform an Umrah and/or Leisure Travel, a deposit of 50% shall be paid on signature of this agreement and the balance shall be payable 15 days prior to departure or be paid on such other date as agreed in writing between the parties.

6. DEPOSIT FOR HAJJ

The Pilgrim hereby agrees to remit payment in accordance with the following schedule: an initial deposit equal to thirty percent (30%) of the total package cost shall be due and payable within ten (10) days from the date of acceptance of accreditation. A second installment, amounting to twenty percent (20%) of the total package cost, shall be due ten (10) days thereafter. The Pilgrim shall make a third installment of twenty-five percent (25%) of the total package cost within fifteen (15) days following the due date of the second installment, with the final installment of twenty-five percent (25%) becoming due fifteen (15) days subsequent to the third installment. Non-compliance with the specified payment schedule may result in the forfeiture of any reserved services and accommodations and may lead to the cancellation of the Pilgrim's accreditation by Sahuc.

7. GROUP BOOKINGS

- For group bookings facilitated by the Operator, all payments, including ticket fares and associated charges, must be made directly to the Operator or as per the payment instructions provided by the Operator.
- If a pilgrim book as part of a group, the Operator acknowledge and agree that any free travel insurance offered by the airline, or any other party shall not apply to group bookings made through the operator.
- It is the responsibility of each Pilgrim within the group to ensure that their payments are made to the Operator in a timely manner in accordance with the terms and conditions of this contract. Failure to do so may result in the cancellation of the booking and possible forfeiture of funds paid.
- By proceeding with a group booking through the Operator, Pilgrims explicitly agree to adhere to these payment terms and acknowledge the exclusion of free travel insurance for group bookings.

8. RESPONSIBILITIES OF THE PARTIES

The Pilgrim acknowledges and agrees that:

- The Operator will arrange to acquire the visa/s on behalf of the Pilgrim. The Pilgrim understands that the release and issuing of such visa/s from the Saudi Embassy is not in the control of the Operator who shall not be responsible for any delay by the Embassy. The Operator shall furthermore not be held responsible for decisions taken by the Ministry of Hajj in regard to visa/s, accreditations and the quota set by the Ministry of Hajj.
- In the event of luggage getting lost or delayed at the airport or in the travelled countries, the Pilgrim shall proceed to lodge a complaint at the claims counter at the respective airport or with the Ministry of Hajj, and that the Operator is not responsible for any loss arising from lost luggage or will not be liable for any cost incurred while the luggage is delayed. It's the duty of the Pilgrim to always ensure that when alighting from any mode of transport that no valuables are left behind.
- The Pilgrim will only be entitled to 1 x suitcase of standard size and a backpack, whether on a bus or taxi. In the event of additional and/or extra luggage causing overloading problems, then the Pilgrim will be liable for any additional costs which will be incurred in the event of the hire of an additional mode of transport.
- The Operator's staff/volunteers/officials and employees will not be obliged to carry the Pilgrim's luggage whether loading or off-loading the luggage; the Pilgrim will adhere to the timeline set for the departures timeously so as not to miss the transport arranged for the Pilgrim and/or by causing any inconvenience or delay to other Pilgrims in the group.

9. VIS-/FORCE MAJEURE

- The operator shall not be held liable or responsible for any delay, failure to perform, or interruption of services under this agreement resulting directly or indirectly from acts of GOD, nature, government actions, strikes, riots, acts of terrorism, war, epidemics, pandemics, or any other unforeseeable event beyond their reasonable control ('Vis-/Force Majeure Event'). In the event of a Vis-/Force Majeure Event, the party affected shall promptly notify the other party in writing, providing details of the Force Majeure Event and the expected duration of the delay or non-performance.
- During the period in which performance is delayed or impossible due to the Vis-/Force Majeure Event, the Operator's obligations under this contract shall be suspended, and the time for performance shall be extended for a period equal to the duration of the Vis-/Force Majeure Event. However, if the Vis-/Force Majeure Event continues for a period exceeding 30 days, either party may choose to terminate this agreement without further liability.
- Notwithstanding the above, the Operator shall make reasonable efforts to mitigate the effects of the Vis-/Force Majeure Event and to resume normal performance under this contract as soon as practicable.

10. BREACH

10.1 IN THE EVENT OF A BREACH OF AGREEMENT BY THE PILGRIM

If the Pilgrim fails to make payment of any amount due under this agreement and despite the Pilgrim receiving written notice requiring the Pilgrim to remedy such breach within a period of (3) three days or be in breach of any of the terms and/or conditions for 7 days, in such a manner as to justify the Operator in holding that the Pilgrim's conduct inconsistent with the intention or the ability of the Pilgrim to carry out the provisions of this agreement. In that event the Operator shall in the circumstances be entitled to cancel this agreement and to exercise all or any of the rights granted to it in terms of the law or this agreement.

10.2 IN THE EVENT OF A BREACH OF THE AGREEMENT BY THE OPERATOR

In the event that the Operator is not complying with any of the terms and/or conditions flowing from this agreement in the Kingdom of Saudi Arabia and/or any other Leisure travel destination, then the Operator will be liable to the Pilgrim for any additional and/or necessary expenses incurred by the Pilgrim as determined by an Ameer and/or Arbitrator appointed by the Operator for the applicable year.

If the operator is in breach of the agreement, the Pilgrim shall firstly lodge such complaint with the Operator in writing as soon as reasonably possible. The Operator shall attempt to remedy such complaint as soon as circumstances permit, depending on the nature of the complaint and the degree of urgency. Only after such breach had not been satisfactorily resolved in the Kingdom of Saudi Arabia and/or other Leisure travel destination, the Pilgrim may lodge a complaint at the principal place of business of the Operator.

In this event, the parties agree that the complaint will be first resolved internally and if not satisfactory resolved then the parties may proceed to conciliation and or mediation/arbitration.

11. CODE OF CONDUCT AND KHIDMATUL AWAAM PILGRIMS GUIDE

The Pilgrim agrees to abide by the Code of Conduct and acknowledges the Khidmatul Awaam Pilgrim guidelines as set out in Annexure "C" here to for Hajj and Umrah travel.

12. WAIVER OF LIABILITY FOR TRIP TO MASJID-AL-AQSA

The Operator shall not be responsible for any cancellations or change in flight schedules, hotel accommodations or ground transportation during the duration of the pilgrimage to Masjid al Aqsa which was not caused by the Operator. The Pilgrim agrees that the Operator shall not be responsible for any delays at the borders of Palestine, or in the event of the Pilgrim being barred by the Authorities from entering into Palestine. In the event of this contingency arising, the Pilgrim undertakes to wait in Jordan until the next available flight.

The Pilgrim undertakes to pay any extra fees/ cost should such contingencies arise such as extra charges accruing as a result of a delay at the border/s, or for any other reason beyond the control of the Operator.

The Pilgrim acknowledges that the Operator had advised the Pilgrim to freight extra luggage from Medina, Makkah, and/or Azizia before travelling to Jordan. The Pilgrim furthermore acknowledges that all domestic flights currently only allow 20kg baggage whether from Jeddah, Jordan, Palestine, or South Africa.

13. INDEMNITY AND WARRANTIES

The Pilgrim acknowledges that the Operator is a NON-PROFIT COMPANY (NPC), INCORPORATED NOT FOR PERSONAL GAIN and accordingly indemnifies its directors, management, volunteers, staff, and/or agents and holds them harmless from and against all and any losses, claims, demands, liabilities, damages and expenses of whatsoever nature and howsoever caused and arising including legal costs between attorney and own client which the Pilgrim may have incurred arising directly or indirectly out of or in consequence of the breach of the Operators obligations contained herein or the services provided by the suppliers.

The Pilgrim shall further hold the Operator and its directors, management, volunteers, staff, and/or agent harmless due to:

- a breach of this Agreement caused as a result of the conduct of the Saudi Authorities or Saudi Agents or Leisure Travel Agents.
- any delays in the receipt of the bar codes for the visa/s from the Kingdom of Saudi Arabia or the visa/s from the Saudi embassy in South Africa or any subsequent loss/es sustained as a result thereof.
- the allocation of inadequate space in tents (for the duration of haj).
- any delays and poor facilities and service delivery in respect of Suppliers, including but not limited to, the provision of meals, transfers, flights, accommodation and any other service or any other circumstances set out in this agreement where it is agreed that the Operator shall not be liable to the Pilgrim.
- damages caused by any Pilgrim because of his/her deviant behavior.

14. WHOLE AGREEMENT

No failure, delay, relaxation or indulgence on the part of the Operator, in exercising any power or right conferred upon it in terms hereof shall operate as a waiver of such power or rights, nor shall any single or partial exercise of any such power or right preclude any other or further exercise thereof, or the exercise of any other power or right hereunder. No cancellation of this Agreement or variation, modification of any provision thereof or consent to any departure by the Operator there from shall be of any force or effect unless same shall be confirmed in writing and signed by the Operator. Any such variation, modification, waiver, or consent which is so given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given.

This document contains the entire agreement between the Parties and no Party shall be bound by any undertakings, representations, warranties, promises or the like not recorded in writing herein.

15. NOTICES AND DOMICILIA

Each of the Parties chooses domicilium citandi et executandi ("domicilium") for the purposes of the giving of any notice, the payment of any sum, the serving of any process and for any other purposes arising from this Agreement at their respective addresses set out in Annexure "A".

Each of the Parties shall be entitled from time to time, by written notice to the others to vary its domicilium to any other address which is not a post office box or poste-restante.

Any notice given and any payment made by a Party to any of the others ("the addressee") which is delivered by hand during the normal business hours of the addressee at the addressee's domicilium for the time being shall be presumed, until the contrary is proved by the addressee to have been

received by the addressee at the time of delivery. Notwithstanding anything to the contrary contained in this Agreement, a written notice or communication received by one of the parties from another, including by way of e-mail, shall be adequate written notice or communication to such Party.

16. CONFIDENTIALITY

Each of the Parties shall keep confidential and not without the prior written consent of all the other Parties disclose or divulge to any third party the contents of this Agreement or any agreement entered into pursuant to this Agreement except as may be required to comply with any applicable governmental or regulatory authority, rule, regulation or order or to enforce any of the terms of this Agreement.

17. VARIATION AND CANCELLATION

No agreement varying, adding to, deleting from or cancelling this agreement, and no waiver whether specifically, implicitly or by conduct of any right to enforce any term of this agreement, shall be effective unless reduced to writing and signed by or on behalf of the parties. It is recorded that there exists no collateral and/or other agreements and that this is the sole agreement entered into by and between the parties.

18. SAHUC AND JURISDICTION (FOR HAJJ ONLY)

In the event the parties after a conciliation and mediation between the Pilgrim and the Operator had been unsuccessful the parties further agree to confer jurisdiction on SAHUC to preside at an arbitration hearing to be convened at a mutually agreed further date in order to resolve the dispute

TERMS & CONDITIONS

ASSOCIATED COSTS & SERVICES:

- Cash deposits will incur a fee, and this fee is to be borne by the depositor.
- Pilgrims are strongly advised to purchase comprehensive travel insurance that covers trip cancellation, medical expenses, loss or damage of personal belongings, and other potential risks associated with travel. The Operator shall not be held liable for any costs or losses incurred due to the pilgrim's failure to obtain adequate travel insurance.
- The Operator does not guarantee the quotation due to factors influencing demand, availability, price, or currency fluctuations that are beyond its control. The quotation will be confirmed only upon receipt of full payment as specified in the contract

FLIGHTS

- For group bookings, airlines have different policies regarding pre-seating. Some airlines may allow the operator or client to pre-select seats, either by allocating specific seats or enabling individuals to choose their seats in advance. Other airlines may only assign seats within a block at the time of check-in, meaning specific seats are not designated until then. Additionally, some airlines may charge for pre-seating. It is important to review each airline's policy on pre-seating for group bookings. The Operator will not be held responsible for any discrepancies between the seating arrangements and the pilgrims' requests as determined by the airline.
- Pilgrims are solely responsible for any excess luggage fees, as well as for checking and loading their luggage onto buses, trucks, and at airports. Khidmatul Awaam will not assume responsibility for any lost, damaged, or stolen luggage
- Airlines may periodically increase fuel surcharges and airport taxes. In such cases, any additional costs, including those resulting from currency fluctuations, shall be borne by the pilgrim.
- The Operator shall not be liable for regulations related to the transportation of holy water (Zam Zam) on airlines. The pilgrim must be aware that each airline, including domestic airlines operating between Jeddah and Amman, has its own policy regarding weight allowances and any associated costs

ACCOMMODATION

- Check-in is typically at 6:00 PM, with check-out at 12:00 PM.
- The allocation of rooms is at the discretion of the hotel establishment, and room sizes may vary from time to time. The Operator does not have the discretion to allocate larger rooms to pilgrims; such discretion is the sole prerogative of the hotel management.
- The hotel management may, at their discretion, upgrade the room of a particular pilgrim from time to time. However, such upgrades cannot be demanded by the pilgrim, as they are solely at the discretion of the hotel management.
- Management may, at their discretion and for valid reasons, make available to the pilgrim another hotel of the same standard grading due to circumstances beyond their control.
- During peak periods of Hajj and Umrah, you may be accommodated in a room with four beds, even if you reserved a double or triple room. Please be advised that the third or fourth bed may remain unoccupied.
- A single pilgrim is allocated a double room and is not guaranteed a triple or quad room. The allocation of triple or quad rooms is contingent upon other pilgrims taking up the same package and will be solely at the discretion of the Operator.
- All rooms are designed for double occupancy, and triple or quad rooms are not commonly available in most hotels. When a triple or quad room is requested, hotels typically provide an additional bed, which is usually smaller than the standard beds in the room.

- Interleaving rooms or adjacent rooms, as well as king-size beds, are subject to availability at the time of check-in.
- All standard rooms are designated as CITY VIEW, unless otherwise specified. HARAM/KA'BA VIEW rooms may be requested, with payment to be made directly to the hotel if available.
- All rooms in the AZIZIA buildings are equipped with single beds.
- Hotels typically require a deposit at check-in to cover potential damages or incidental expenses. If no damage is caused to the room and the stay does not exceed the allotted time, the deposit will generally be refunded in full.
- The pilgrim shall be liable for any additional costs not covered by this agreement, including but not limited to charges for room service, telephone calls, laundry, messages, additional meals, and the use of consumables from the minibar.
- The Operator shall have the sole discretion to allocate a room to the Pilgrim and the fellow Pilgrims who are to share such a room.
- Hotels and/or operators typically do not provide wheelchairs. It is the responsibility of the pilgrim to bring their own wheelchair or arrange for one if needed during their stay.
- Unless otherwise specified in this agreement, the pilgrim shall remain in the accommodation as detailed in this agreement.
- The pilgrim understands that the standard and grading of the hotels advertised in Makkah/Medina and the buildings in Azizia are in accordance with the grading established by Saudi authorities and may differ from the grading of hotels in other countries.
- Internet services are complimentary and not included in the package.
- The Operator is not liable for any failures of lifts or appliances, including but not limited to refrigerators, freezers, bathroom fixtures, or air conditioning units.
- Catering in Azizia is designed to provide basic meals and is not tailored to specific dietary needs. Should a pilgrim choose to purchase food separately due to dissatisfaction with the food provided by the operator, the pilgrim acknowledges and agrees that the operator shall not be held liable for any costs, expenses, or damages incurred as a result of such separate food purchases.
- Pilgrims are encouraged to offer tips to porters and cleaners as a form of sadaqah and gratitude.
- Pilgrims accept full responsibility for their personal belongings throughout the journey.

ZIYAARATS

- Pilgrims who miss scheduled ziyaarats due to a lack of attention to provided notices will not be eligible for reimbursement.
- Group bookings to the Rawda are exclusively available to holders of Hajj and Umrah visas (the latter under structured Khidmatul Awaam packages), provided that the Ministry permits it. Group Bookings are not permitted for holders of Tourist visas.
- Optional tours may be available for your convenience. However, please note that ministry regulations may occasionally restrict the availability of these tours on certain days. In such instances, the cost of the tour will be refunded.

DATED AT _____ ON THIS DAY ____ OF _____ 202____

As Witness

1. _____

2. _____

The Pilgrim signs in his/her personal capacity and in his/her capacity as the duly authorized agent of the group of pilgrims listed in Annexure "A"

As Witness

1. _____

2. _____

For and on behalf of Khidmatul Awaam Pilgrim Services Services (NPC) Warrant that he/she is duly authorized, hereto.