

IN THE NAME OF ALLAH, MOST GRACIOUS, MOST MERCIFUL

UMRAH SERVICE CONTRACT

Between

KHIDMATUL 'AWAAM PILGRIM SERVICES

Registration No: 2008/010084/08

"A Non-Profit Company" (NPC) Incorporated Not for Personal Gain
(Herein Referred to as "The Operator")

AND

ID NO: _____

(Herein Referred to as" The Mu'tamir")

And on Behalf of Mu'tamir Listed on Annexure "B" (If Applicable)



1. PREAMBLE

WHEREAS the Mu'tamir intends to fulfil a sacred act of worship by undertaking the spiritual journey of Umrah to the holy cities of Makkah al-Mukarramah and Madinah al-Munawwarah in the Kingdom of Saudi Arabia, with the option to visit other Islamic holy sites such as Jerusalem, or to undertake leisure travel to any other destination.

AND WHEREAS the Operator, being an experienced and registered non-profit organisation, has agreed to facilitate the logistical, administrative, and spiritual aspects of the Umrah journey for the benefit of the Mu'tamir.

AND WHEREAS the parties acknowledge the sacred nature of this journey, and wish to govern their relationship in accordance with the principles of honesty, mutual respect, and accountability.

AND WHEREAS the Mu'tamir understands and accepts that the journey is subject to numerous third-party suppliers, including airlines, hotels, transport services, and regulatory bodies in South Africa, Saudi Arabia, and any other country forming part of the itinerary, over which the Operator has limited control.

NOW THEREFORE the Parties agree to enter into this binding agreement, setting out their respective rights, obligations, duties, and liabilities, and to be governed by the terms contained herein, with the aim of facilitating a safe, dignified, and spiritually uplifting Umrah experience, Insha Allah.

2. INTERPRETATION

In this Agreement, unless the context indicates otherwise, the following terms shall have the meanings assigned to them:

"Agreement" means this Umrah Service Contract together with all annexures, schedules, and any signed amendments.

"Ameer" refers to the appointed group leader by the Operator to assist, manage, and guide the Mu'tamir during the journey in accordance with Islamic principles.

"Annexure" means any document attached to this Agreement forming an integral part thereof.

"Business Day" means any day other than a Saturday, Sunday, or official public holiday in the Republic of South Africa.

"Deposit" refers to the initial non-refundable or partially refundable portion of the total Package price payable at registration or as per the payment schedule in Annexure C.

"Force Majeure" refers to any unforeseen or uncontrollable event beyond the reasonable control of the Parties that renders performance under this Agreement impossible or impractical.

"Group" means the collective group of Mu'tamir travelling together under the Operator's arrangement and guidance, whether registered individually or as a family/unit.

"Umrah" means the lesser Pilgrimage to Makkah al-Mukarramah that can be performed at any time of the year, comprising of specific rituals including Ihram, Tawaf, Sa'i, and Halq or Taqsir, performed in accordance with the traditions of the Prophet Muhammad ﷺ.

"Operator" means Khidmatul 'Awaam Pilgrim Services NPC, a duly registered non-profit company facilitating

Umrah travel, operating in accordance with South African law and Islamic principles.

"Package" refers to the complete set of services provided by the Operator to the Mu'tamir, including but not limited to visa assistance, accommodation, flights, ground transport, meals, ziyaarat tours, guidance, and logistical support for Umrah.

"Parties" means collectively the Operator and the Mu'tamir(s) entering into this Agreement.

"Party" refers to either the Operator or the Mu'tamir, as applicable.

"Payment Deadline" means the latest date on which any portion of the Package cost must be paid in terms of this Agreement or Annexure C.

"Mu'tamir" refers to the individual contracting with the Operator to perform Umrah, and includes any person listed in Annexure B for whom the signatory contracts on behalf.

"Signature Date" means the date upon which the last Party signs this Agreement, thereby bringing it into effect.

"Supplier(s)" means the third-party providers from whom the Operator procures services related to the Umrah Travel, including but not limited to airlines, hoteliers, bus companies, catering services, and agents in the Kingdom of Saudi Arabia.

"Visa" means the official authorisation granted by the relevant government (including the Kingdom of Saudi Arabia) to enter the country for purposes of performing Umrah or Ziyaarat.

3. COST OF PACKAGE

3.1 The total Package cost is as confirmed in writing by the Operator and reflected in the Payment Schedule / Summary of Costs.

3.2 Pricing is calculated per the List of Mu'tamirin, selected package type, accommodation, and any add-ons.

3.3 Only services stated in the confirmed itinerary are included. Upgrades/private transfers/optional tours are extra and subject to availability.

3.4 Prices may be adjusted for airline fares/taxes, exchange movements, hotel or supplier increases, or regulatory levies beyond the Operator's control.

3.5 Any new/extra levies or charges imposed by authorities or suppliers after confirmation are for the Mu'tamir's account.

3.6 All payments must be made to the Operator's official bank account with correct reference.

3.7 Bank charges on cash deposits, international transfers, or late payments are for the Mu'tamir's account.

- 3.8 The Operator is not liable for delays/non-confirmations arising from incorrect payment references or payment to wrong accounts.

4. IMPORTANT PACKAGE CONDITIONS

- 4.1 Prices include Saudi VAT and municipal taxes unless stated otherwise.
- 4.2 Prices are only guaranteed upon full payment; day counts are approximate and subject to flight availability.
- 4.3 Dates are calculated on the Gregorian calendar (Hijri dates for reference).
- 4.4 Cash-deposit bank fees are for the depositor.
- 4.5 Hotel check-in is typically after 18:00; brochure photos are illustrative; 4/5-star hotels are within the Haram central area unless stated.
- 4.6 During peak periods, hotels may add extra beds in rooms; room layouts/sizes/views vary by hotel.
- 4.7 Extra/overweight luggage handling may attract additional charges.
- 4.8 Travel insurance is strongly advised (luggage, medical, cancellations, delays, liability).

5. EXCLUSIONS (APPLIES TO ALL PACKAGES)

Unless expressly included in the confirmed itinerary, the Package excludes: airfares/airport taxes (if not specified); private/independent intercity transport (incl. trains); airport / station transfers; daily transport to/from Haram; medical transportation/ specialist treatment; vaccinations / PCR /health screens; meals not listed; tips/gratuities; extra/overweight luggage fees; upgrades or special requests not confirmed; SIM/data/telecoms ;room service /minibar/ personal hotel charges; wheelchairs/mobility devices; travel insurance; and any incidental/personal expenses.

6. CANCELLATION & REFUNDS

- 6.1 By Mu'tamir: Cancellations must be in writing by the Primary Mu'tamir and are effective when acknowledged in writing by the Operator.
- 6.2 Supplier costs retained: Where bookings are placed, the Operator may retain amounts paid to cover non-refundable airline tickets, hotel/transport, visa fees, and administrative costs.
- 6.3 Non-replacement: If a cancelling Mu'tamir is not replaced before deadlines, amounts paid may be forfeited in whole or part.

- 6.4 Deposits: Generally non-refundable; any discretionary refund is net of costs already incurred.

- 6.5 Force Majeure: If travel cannot proceed due to events beyond control (e.g., government restrictions, war, pandemics, border closures, suspension of Umrah by Saudi Arabia or any other country), refunds are limited to funds actually recovered from suppliers, less reasonable admin deductions.

7. DEPOSIT & FINAL PAYMENT

- 7.1 A deposit of 50% is payable on signature by the Primary Mu'tamir.
- 7.2 The balance is due 35 calendar days before departure.
- 7.3 Late/non-payment may result in cancellation and forfeiture of all/part of monies paid.

8. GROUP BOOKINGS

- 8.1 One Primary Mu'tamir signs for couples/families and accepts responsibility for all listed Mu'tamirin.
- 8.2 The Operator may rely on communications/instructions from the Primary Mu'tamir as binding on the group.
- 8.3 Payments under the group reference are deemed to cover all listed Mu'tamirin unless stated otherwise.
- 8.4 The Operator may allocate rooms, seating, and logistics based on group composition and feasibility.

9. BOOKING & TRAVEL ARRANGEMENTS

- 9.1 All flights, trains, hotels, and logistics within the Package are managed exclusively by the Operator.
- 9.2 Independent / self-bookings for services covered by the Package are not permitted; such bookings may forfeit coordination, group benefits, or attract extra charges.
- 9.3 The Operator may amend arrangements for operational/safety/regulatory reasons and will inform the Primary Mu'tamir as soon as reasonably practicable.

10. RESPONSIBILITIES & LIMITATIONS

Operator: arrange services per the confirmed itinerary; provide information/guidance; liaise with suppliers where practicable; act ethically and lawfully.

Primary Mu'tamir: provide accurate details for all travellers; pay on time; ensure compliance with this Agreement/Code of Conduct; keep to schedules; meet visa/health/immigration requirements; respect luggage/customs rules; promptly communicate changes/emergencies.

Limitations: The Operator is not responsible for (i) delays/cancellations/service failures by suppliers/airlines/authorities; (ii) loss/damage to luggage/personal property; (iii) conduct of other travellers; (iv) any item not in the confirmed itinerary/quote.

11. FORCE MAJEURE

The Operator is not liable for any delay, disruption, or non-performance caused by events beyond its reasonable control (including acts of Allah/natural disasters, war / unrest, public-health emergencies, visa/immigration changes, airline/airport/supplier disruptions). Obligations are suspended for the duration. If such event exceeds 30 days, either party may terminate in writing. Any refunds or alternatives are limited to the extent funds are actually recovered from suppliers. Mu'tamir is advised to obtain adequate travel insurance.

12. CODE OF CONDUCT

Mu'tamir must: be punctual; follow Ameer/Operator instructions and local laws; uphold Islamic etiquette and group harmony; follow health/safety directions. Serious breaches may lead to warnings or removal from group arrangements. The Primary Mu'tamir ensures all listed Mu'tamir comply.

13. HEALTH & ENTRY REQUIREMENTS

- 13.1 Mu'tamir must comply with health/entry rules of Saudi Arabia and any transit country.
- 13.2 Meningitis (ACWY) is mandatory; Yellow Fever only if travelling from/transiting an endemic country per WHO guidance; other vaccines/tests as required by authorities.
- 13.3 The Mu'tamir affirms medical fitness and must disclose serious conditions; failure may result in exclusion without refund.
- 13.4 Costs for vaccines / PCR / medical clearance / health documents are for the Mu'tamir.
- 13.5 The Operator is not liable for disruptions or extra costs arising from failure to meet health/entry rules.

14. LUGGAGE & PERSONAL BELONGINGS

Each Mu'tamir is responsible for their own luggage at all times (airports / hotels / buses / trains / sites). The Operator is not liable for loss, theft, damage, or delay to luggage/personal

effects, or for airline/customs rules (incl. Zam-Zam restrictions). Excess / overweight fees are for the Mu'tamir.

15. INDEMNITY & WARRANTIES

- 15.1 The Primary Mu'tamir indemnifies the Operator (and its people) against claims/losses/costs arising from any Mu'tamir's acts, breach of this Agreement, non-compliance with instructions / laws, property damage, denied entry / visa rejections, lost baggage, missed flights, or medical emergencies.
- 15.2 The Operator is not liable for supplier failures; variations in hotel/transport standards where reasonable care was taken; force-majeure delays; or injury/illness/death not caused by the Operator's gross negligence or wilful misconduct.
- 15.3 The Mu'tamir warrants that information provided is accurate; payments are lawful/properly referenced; and all listed Mu'tamir are fit to travel or have disclosed special needs.

16. GENERAL PROVISIONS

Electronic Signatures: This Agreement may be signed physically or electronically (incl. scanned/email/DocuSign). Electronic copies have the same legal effect as originals; no certification authority is required.

Severability: If any provision is invalid/unlawful/unenforceable, it is severed and the remainder continues in full force.

Entire Agreement & Variation: This is the entire agreement. No variation/cancellation is binding unless in writing and signed by both parties. No WhatsApp/verbal change is effective unless so confirmed. No indulgence is a waiver.

Notices & Domicilium.

– Operator: Khidmatul 'Awaam Pilgrim Services NPC, Corner Rose & Nirvana Drive, Lenasia, Gauteng, South Africa; Email: info@kasa.org.za

– Primary Mu'tamir: As per the List of Mu'tamir.

Parties may change domicilium on 5 days' written notice (no PO Boxes). Hand delivery during business hours = same-day receipt; emails before 16:00 SA time = same-day (otherwise next Business Day). Actual receipt counts even if not sent to domicilium.

Confidentiality: The terms and related information are confidential, except where disclosure is required by law/regulation/court order.

Applicable Law & Jurisdiction: South African law applies (with principles of fairness, good faith,

and Islamic ethics where applicable). Parties consent to the jurisdiction of the Magistrates' Court or High Court, as appropriate. Urgent relief in a competent court is not precluded.

TERMS & CONDITIONS ASSOCIATED COSTS & SERVICES:

1. ASSOCIATED COSTS AND SERVICES

- 1.1 Cash deposits will incur a fee, and this fee is to be borne by the depositor.
- 1.2 Mu'tamir's 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.
- 1.3 The Operator shall not be held liable for any costs or losses incurred due to the Mu'tamir's failure to obtain adequate travel insurance.
- 1.4 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

2. FLIGHTS

- 2.1 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 Mu'tamir' requests as determined by the airline.
- 2.2 Mu'tamir 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.
- 2.3 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 Mu'tamir.
- 2.4 The Operator shall not be liable for regulations related to the transportation of holy water (Zam Zam) on airlines. The Mu'tamir 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.

3. ACCOMMODATION

- 3.1 Check-in is typically at 6:00 PM, with check-out at 12:00 PM.
- 3.2 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 Mu'tamir; such discretion is the sole prerogative of the hotel management.
- 3.3 The hotel management may, at their discretion, upgrade the room of a particular Mu'tamir from time to time. However, such upgrades cannot be demanded by the Mu'tamir, as they are solely at the discretion of the hotel management.
- 3.4 Management may, at their discretion and for valid reasons, make available to the Mu'tamir another hotel of the same standard grading due to circumstances beyond their control.
- 3.5 During peak periods of 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.
- 3.6 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, the hotel typically accommodates the additional occupants by providing a rollaway bed or cot bed, which is generally smaller in size than the standard beds available in the room. The Mu'tamir acknowledges and accepts that the use of such beds may affect the overall space and comfort within the room, and no claims or refunds shall be entertained in this regard.
- 3.7 For single travellers, accommodation will be allocated based on the selected package tier and prevailing availability. This may result in the Mu'tamir being assigned to a double or triple occupancy room shared with other travellers of the same gender. Specific roommate preferences cannot be guaranteed, and no refund or substitution shall be offered on the basis of shared room allocation.
- 3.8 A single Mu'tamir 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 Mu'tamir taking up the same package and will be solely at the discretion of the Operator.
- 3.9 In the event that a solo traveller selects a shared accommodation package but no suitable companion is available for room sharing, the Mu'tamir shall be responsible for the supplementary cost associated with single occupancy accommodation. Alternatively, the Mu'tamir may elect to downgrade or switch to a different package that allows for shared accommodation, provided a compatible travel companion is identified and available. All package changes are subject to availability and Operator approval.
- 3.10 Interleaving rooms or adjacent rooms, as well as king-size beds, are subject to availability at the time of check-in.
- 3.11 A request for a 'couples room' typically refers to a room allocated for two persons and, in most hotels in Makkah and Madinah, such rooms are equipped with two single beds rather than a single double or king-size bed.
- 3.12 The Operator shall not be responsible for the type of bed configuration provided by the hotel, and no requests for refunds or room changes will be entertained on this basis.
- 3.13 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.
- 3.14 All accommodations booked by the Operator are designated as standard rooms, unless expressly stated otherwise in the confirmed itinerary or package documentation. Any request for deluxe, superior, or special-category rooms must be made in advance, is subject to availability, and may incur an additional cost.

- 3.15 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.
- 3.16 The Mu'tamir 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.
- 3.17 The Operator shall have the sole discretion to allocate a room to the Mu'tamir and the fellow Mu'tamir who are to share such a room.
- 3.18 Hotels and/or operators typically do not provide wheelchairs. It is the responsibility of the Mu'tamir to bring their own wheelchair or arrange for one if needed during their stay.
- 3.19 Unless otherwise specified in this agreement, the Mu'tamir shall remain in the accommodation as detailed in this agreement.
- 3.20 The Mu'tamir understands that the standard and grading of the hotels advertised in Makkah/Medina are in accordance with the grading established by Saudi authorities and may differ from the grading of hotels in other countries.
- 3.21 The Operator shall not be held liable for any dissatisfaction or inconvenience arising from the size, layout, view, furnishings, or comfort level of hotel rooms, provided the accommodation generally meets the advertised star grading and basic quality standard. No refunds or compensation shall be entertained in such instances.
- 3.22 Internet services are complimentary and not included in the package.
- 3.23 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.
- 3.24 Mu'tamir are encouraged to offer tips to porters and cleaners as a form of sadaqah and gratitude.
- 3.25 Mu'tamir accept full responsibility for their personal belongings throughout the journey.

4. ZIYAARATS

- 4.1 Mu'tamir who miss scheduled ziyaarats due to a lack of attention to provided notices will not be eligible for reimbursement.
- 4.2 Group bookings to the Rawdah are exclusively available to holders of 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.
- 4.3 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.

ANNEXURE "B"

LIST OF MU'TAMIR AND PERSONAL INFORMATION

This Annexure forms part of the Umrah Service Agreement entered into between **Khidmatul 'Awaam Pilgrim Services NPC** and the Primary Mu'tamir whose details appear below.

A. Primary Mu'tamir (Signatory)

DETAILS	INFORMATION
Full name	
Identity number	
Nationality	
Date of birth	
Cell phone number	
Email address	
Residential address	
Next of kin	
Next of kin contact number	
Medical conditions / allergies	

B. Accompanying MU'TAMIRS

NO	FULL NAME	IDENTITY NO	RELATIONSHIP TO SIGNATORY	AGE	MEDICAL CONDITIONS
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

Declaration by Primary Mu'tamir

I, the undersigned, confirm that I am signing this agreement:

- In my **personal capacity**, and
- As the **authorised representative** of all individuals listed above, and
- That I have obtained their consent (or, where applicable, the consent of their parent or legal guardian) to enter into this agreement on their behalf.

I hereby **accept full responsibility** for all financial obligations, conduct, and compliance with the terms of this agreement on behalf of the listed individuals.

I further **indemnify and hold harmless** the Operator against any claim, demand, or liability arising from the participation, conduct, or objections of any listed Mu'tamir.

Signature (Primary Mu'tamir): _____

Full Name: _____

Date: _____

ANNEXURE "C"

PAYMENT SCHEDULE AND FINANCIAL SUMMARY

This Annexure reflects the agreed total cost of the package and the required instalment plan per agreement with the Operator.

A. Package Summary

PACKAGE TYPE	DESCRIPTION	TOTAL AMOUNT

B. Instalment Schedule (For Umrah)

INSTALLMENT NO	PERCENTAGE	AMOUNT	DUE DATE	PAID
Deposit	50%			
Final Payment	50%			

ANNEXURE "D"

BANKING DETAILS AND PAYMENT INSTRUCTIONS

This Annexure forms part of the Umrah Service Agreement entered into between Khidmatul 'Awaam Pilgrim Services NPC and the Primary Mu'tamir.

All payments in terms of this Agreement must be made into the official bank account listed below. No payment shall be deemed received unless properly referenced and reflected in the Operator's account.

1. Banking Details – Umrah

Account Holder Name	Khidmatul 'Awaam Pilgrim Services NPC
Bank Name	First National Bank
Account Number	622 5376 2910
Branch Code	250 655
Account Type	Cheque

2. Payment Reference

All payments must be made using the booking reference number provided to the Primary Mu'tamir, or as otherwise instructed in writing by the Operator.

3. Payment Notes and Conditions

- 3.1 The Mu'tamir is responsible for ensuring that all payments are made timeously and in full.
- 3.2 Proof of payment must be emailed to: [Insert finance email address]
- 3.3 Cash deposits at a bank branch are strongly discouraged. Should such a deposit be made, the Mu'tamir shall be liable for the bank's cash handling fee, which will be added to the balance outstanding.
- 3.4 Any failure to use the correct reference may delay processing or allocation of payment and may affect the Mu'tamir's booking confirmation.

The undersigned confirms that they have read and understood this Agreement, and that they sign it freely and voluntarily. No misrepresentations or material omissions have induced the acceptance of these terms.

DATED AT _____ ON THIS DAY ____ OF _____ 202____

AS WITNESS

1. _____

2. _____

The Mu'tamir signs in his/her personal capacity and in his/her capacity as the duly authorized agent of the group of Mu'tamir 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