

AL-WAHAB TOURS – TERMS AND CONDITIONS OF BOOKING

1. Introduction and Contractual Basis

These Terms and Conditions form the basis of the contract between you and Al-Wahab Tours (“we”, “us”, or “our”) and set out the respective rights and obligations of all parties in relation to any tours, travel arrangements, or services that we agree to provide or arrange on your behalf.

By requesting a booking, submitting a booking form, or making any payment, you confirm that you have read, understood, and agree to be bound by these Terms and Conditions.

References to “you” and “your” include all persons named on the booking. The “Lead Passenger” is the person who makes the booking and accepts responsibility for all payments and for ensuring all members of the party comply with these Terms.

2. Formation of Booking and Contract

A booking is only confirmed when we have received a completed booking form, the required deposit or full payment, and issued a confirmation invoice. At this point, a legally binding contract is formed.

All information provided must be accurate and must match official documents, particularly passport details. Incorrect information may result in additional charges, delays, or cancellation, for which we accept no liability.

We reserve the right to decline any booking prior to confirmation.

3. Deposits and Payments

A deposit (typically 50% of the total cost) is required to secure your booking.

Any deposit paid at the time of booking is refundable strictly in accordance with the cancellation terms set out within these Terms and Conditions and shall not be automatically forfeited; however, where cancellation occurs within the applicable cancellation period, or where costs have already been irreversibly committed to suppliers on your behalf, all or part of the deposit may be retained to cover such losses.

For the avoidance of doubt, the refundability of the deposit is conditional and subject to the timing of cancellation and recoverability of costs, and shall not be interpreted as an unconditional right to a full refund in all circumstances.

4. Documentation and Requirements

Upon confirmation, you will receive booking documentation, which must be checked carefully. Any errors must be reported immediately.

You may be required to submit additional documents (e.g. passport copies or visa forms) within specified deadlines. Failure to do so may result in delays or cancellation, for which we are not liable.

5. Passports, Visas, and Entry Requirements

It is your responsibility to ensure that your passport is valid for at least six (6) months from the date of travel and that you meet all entry requirements.

You are responsible for obtaining any required visas and submitting all documentation on time.

Visa approvals, including for Hajj and Umrah, are not guaranteed. We are not liable for refusals, delays, or decisions made by authorities. Refunds will only be issued where recoverable from suppliers.

6. Religious Travel Compliance (Hajj & Umrah)

You acknowledge that travel for the purposes of Hajj and Umrah is subject to specific regulatory, religious, and governmental requirements imposed by the authorities of the Kingdom of Saudi Arabia, including visa quotas, eligibility criteria, and operational controls.

We shall not be liable for any changes, restrictions, or requirements imposed by such authorities, including but not limited to:

Visa issuance delays or refusals

Changes to pilgrimage regulations

Restrictions on entry or participation

You are responsible for complying with all religious, legal, and behavioural requirements during the journey, and failure to do so may result in removal from the tour without refund.

7. Travel Insurance

Comprehensive travel insurance is a condition of travel and is strongly recommended for all passengers immediately upon confirmation of their booking.

Your insurance policy should provide appropriate cover for, amongst other things:

Medical treatment and emergency medical expenses

Emergency repatriation

Trip cancellation or curtailment

Personal baggage and valuables

Flight delays and missed departures

Personal liability

Travel disruption

It is your responsibility to ensure that your insurance policy provides adequate cover for your individual circumstances, including any pre-existing medical conditions, and that the policy remains valid for the duration of your journey.

Al-Wahab Tours shall not be liable for any loss, expense or liability that would ordinarily have been covered under an appropriate travel insurance policy.

8. Flights and Airline Services

Flights are operated by third-party airlines and are subject to change. We have no control over airline schedules, delays, cancellations, aircraft changes, overbookings, or other operational disruptions.

Passenger names must match passport details exactly. Any request to amend passenger names after booking may be treated by the airline as a cancellation and rebooking and may incur additional charges, including charges of up to 100% of the airfare.

Minor changes to flight timings, including changes of up to twelve (12) hours from the originally scheduled departure time, shall not be considered a significant change and shall not entitle you to cancel your booking or claim compensation from Al-Wahab Tours.

We shall not be liable for any delays, cancellations, missed connections, denied boarding, schedule changes, baggage delays, or other disruptions caused by airlines or airport authorities.

Where you believe you may be entitled to compensation under applicable legislation, including but not limited to UK or EU passenger rights legislation, it shall be your sole responsibility to pursue any claim directly with the airline concerned. Al-Wahab Tours is not responsible for making compensation claims on your behalf, nor shall we be liable for any compensation relating to flight delays, cancellations, denied boarding, or other airline operational matters.

9. Tour Arrangements and Changes

We aim to ensure all details are accurate; however, changes may occur due to operational or local conditions.

We reserve the right to amend accommodation, transport, or itinerary where necessary. Minor changes do not entitle compensation.

If a significant change occurs before departure, we will offer suitable alternatives or a refund where applicable.

10. Marketing Accuracy

Whilst we take all reasonable care to ensure that the information provided in our brochures, website, social media platforms, advertisements, and other marketing materials is accurate, up to date, and presented in good faith, such information is intended as a general guide only and may be subject to change without prior notice.

Descriptions of accommodation, facilities, services, itineraries, travel times, and other aspects of the tour are provided based on information supplied by third parties and local providers, and as such, variations may occur due to factors beyond our control, including but not limited to seasonal changes, local conditions, operational requirements, or supplier availability.

Images used in marketing materials are for illustrative purposes only and may not reflect the exact appearance, layout, or condition of accommodation, transport, or facilities provided.

We shall not be liable for any inaccuracies, omissions, or changes in marketing materials that do not materially affect the overall delivery of the tour, and minor discrepancies shall not be considered grounds for cancellation, compensation, or refund.

11. Photography, Videography and Marketing

During our tours, photographs, videos, drone footage (where permitted), and other visual media may be captured by members of the Al-Wahab Tours team, our appointed photographers or videographers, or authorised representatives for the purposes of documenting the tour experience, promoting future tours, and marketing Al-Wahab Tours across our website, social media platforms, printed materials, digital advertising, newsletters, and other promotional publications.

By travelling with Al-Wahab Tours, you acknowledge and accept that photography and videography may take place throughout the duration of the tour without individual notice being given each time photographs or recordings are taken.

If you do not wish to appear in any photographs or video recordings used for marketing or promotional purposes, you must notify us in writing at the time of booking. We will make all reasonable efforts to ensure that your request is respected; however, we cannot guarantee that you will not appear incidentally in crowd scenes, public locations, or background footage where avoiding capture is not reasonably practicable.

Where no written request to opt out has been received prior to travel, you shall be deemed to have granted Al-Wahab Tours permission to use photographs and video recordings in which you may appear for promotional, marketing, editorial, educational, and commercial purposes without further notice, payment, or compensation.

This consent shall not permit Al-Wahab Tours to use your image in any manner that is defamatory, misleading, or unlawful, and all personal information will continue to be processed in accordance with applicable data protection legislation.

12. Cancellation by You

If you or any member of your party wishes to cancel the booking, the Lead Passenger must notify us as soon as possible, and any notification given verbally must be confirmed in writing via email, with cancellation taking effect from the date written confirmation is received by us.

We reserve the right to retain or deduct such sums as are reasonably necessary to reflect the losses incurred by us as a result of your cancellation, including but not limited to costs already paid or committed to airlines, hotels, ground handlers, and other third-party suppliers.

A non-refundable administration fee of £50 shall apply to all cancellations.

The following cancellation charges represent a genuine pre-estimate of the losses likely to be incurred based on the timing of your cancellation:

Time Before Travel – Refund Policy

More than 6 weeks before departure:

Full refund minus £50 administration fee

Between 2 and 6 weeks before departure:

50% refund minus £50 administration fee

Less than 2 weeks before departure:

No refund

Where our actual losses are lower than the above charges, we will refund the difference where reasonably possible. Conversely, where losses exceed the above amounts due to supplier terms, we reserve the right to retain the full amount paid.

For the avoidance of doubt, refunds are subject to the recovery of funds from third-party suppliers where applicable, and certain elements of your booking may be non-refundable once confirmed.

13. Cancellation or Changes by Us

We reserve the right to cancel or amend bookings due to operational reasons, insufficient bookings, or events beyond our control.

Force majeure includes events such as natural disasters, pandemics, war, or government restrictions.

In such cases, refunds will be subject to recovery from suppliers, and no additional compensation will be payable.

14. Force Majeure (Revised Clause)

We shall not be liable or responsible for any failure to perform, or delay in the performance of, any of our obligations under the contract where such failure or delay is caused by unavoidable and extraordinary circumstances beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

Such circumstances may include, but are not limited to:

War or threat of war

Terrorism

Civil unrest

Natural disasters

Pandemics or public health emergencies

Government action or travel restrictions

Adverse weather conditions

In such cases, we reserve the right to cancel, terminate, or alter your travel arrangements, and refunds shall be subject to the recovery of funds from suppliers.

15. Group Travel Responsibilities

Travellers must follow the itinerary and remain with the group unless agreed otherwise.

If you separate from the group, you do so at your own risk and are responsible for rejoining. We are not responsible for locating individuals.

16. Behaviour and Conduct

All travellers are expected to behave respectfully and appropriately at all times.

We reserve the right to remove any traveller whose behaviour is disruptive or inappropriate. No refunds will be given in such circumstances.

17. Luggage

We are not liable for any loss, damage, or delay to luggage. Claims must be made directly with the airline or service provider.

18. Complaints and On-Tour Difficulties

If you experience any issue during your tour, you must report it immediately to our representative or supplier to allow us the opportunity to resolve the matter at the time.

If the issue cannot be resolved during the trip, you must submit a formal complaint in writing within twenty-eight (28) days of your return from the tour.

Failure to notify us both during the tour and within the specified timeframe may affect our ability to investigate the complaint and may limit or extinguish any entitlement to compensation.

In the unlikely event that you encounter any issues, dissatisfaction, or concerns during your tour, you are required to bring the matter to the attention of our representative or tour leader immediately, in order to provide us with a reasonable opportunity to investigate and resolve the issue whilst you are still on the tour.

We will make all reasonable efforts to address and rectify any issues within our control; however, where the matter relates to third-party suppliers, including hotels, airlines, or transport providers, we will liaise with them on your behalf but cannot guarantee immediate resolution.

It is considered unreasonable to fail to report an issue at the time it arises and subsequently seek compensation after the completion of the tour, and failure to notify us promptly may affect our ability to investigate the matter and may limit or extinguish any entitlement to compensation.

19. Immigration, Customs and Refusal of Entry

You are solely responsible for ensuring that you satisfy all immigration, customs, health and entry requirements for every country included within your itinerary, including any transit or stopover destinations.

The decision to permit or refuse entry into any country rests solely with the relevant immigration or border authorities. Al-Wahab Tours has no authority over, and accepts no responsibility for, any decision made by immigration officials, customs officers, airline security personnel or government authorities.

We shall not be liable for any financial loss, missed flights, cancelled accommodation, unused services, additional travel expenses or any other costs arising where a traveller is refused boarding, refused entry, detained, deported, delayed or otherwise prevented from travelling by the relevant authorities. Any additional expenses arising from such circumstances shall be the sole responsibility of the traveller.

20. Liability

We act as an organiser of travel arrangements and, whilst we shall be responsible for the proper performance of the services included within your package in accordance with applicable regulations, we shall not be liable for any acts, omissions, errors, or failures of third-party suppliers where such matters are:

Attributable to you or a member of your party

Attributable to an unavoidable and extraordinary circumstance

Attributable to a third party unconnected with the provision of the travel services and which could not have been foreseen or avoided

Our liability, where established, shall in all cases be limited to a maximum of three times the total price paid for the booking, except in cases involving death, personal injury, or where a lower limitation applies under international conventions.

21. Package Travel Regulations Compliance

Where your booking constitutes a “package” within the meaning of the Package Travel and Linked Travel Arrangements Regulations 2018, you will benefit from all rights applying to such packages under those regulations.

Accordingly, we will be responsible for the proper performance of all travel services included in the contract, irrespective of whether such services are to be performed by us or by other suppliers, and we will provide assistance without undue delay if you are in difficulty during your travel arrangements.

You also have the right to transfer your booking to another person, subject to reasonable notice and any costs incurred by us or our suppliers, and to receive appropriate price reductions or compensation in the event that any travel services are not performed in accordance with the contract, subject to the limitations set out in these Terms and Conditions.

22. Financial Protection and ATOL

Where your booking includes flights and is sold as an ATOL-protected package, your payments are financially protected by the Air Travel Organiser’s Licence scheme, administered by the Civil Aviation Authority.

In such cases, you will receive an ATOL Certificate confirming what is protected, where you can obtain further information, and who to contact in the event of insolvency.

In the unlikely event of our insolvency, the ATOL scheme provides protection for your payments and, where applicable, ensures your repatriation.

Where your booking does not include flights or is not sold as an ATOL-protected package, alternative financial protection arrangements may apply or may not be provided, and this will be made clear at the time of booking.

23. Supplier Terms and Conditions

Many of the services included within your booking are provided by independent third-party suppliers, including airlines, hotels, transport operators, attraction providers, visa agencies and ground handling companies.

Your booking is therefore subject not only to these Terms and Conditions but also to the individual Terms and Conditions of the relevant suppliers providing the services.

Certain suppliers may impose additional conditions, restrictions or cancellation policies which form part of your contract and may limit or exclude their liability in accordance with applicable law.

Copies of relevant supplier terms may be made available upon request where reasonably practicable.

24. Data Protection and Privacy

Al-Wahab Tours is committed to protecting your privacy and handling your personal information responsibly and in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

In order to process your booking and provide the travel services you have requested, we will collect, store and process personal information including, but not limited to, your name, address, contact details, passport information, emergency contact details, dietary or medical requirements (where voluntarily disclosed), and any information required for visa applications or other travel documentation.

By making a booking with us, you consent to us using your personal information for the purposes of administering your booking, arranging travel services, processing payments, obtaining visas where applicable, communicating with you regarding your booking, and complying with our legal and regulatory obligations.

Where necessary, we may share your personal information with third-party suppliers including airlines, hotels, transport providers, visa processing agencies, insurance providers (where applicable), and government authorities, solely for the purposes of fulfilling your travel arrangements.

We will only retain your personal information for as long as reasonably necessary to fulfil the purposes for which it was collected or as required by law, after which it will be securely deleted or anonymised.

25. Acceptance of these Terms and Conditions

By completing a booking with Al-Wahab Tours, whether online, by telephone, in person or by any other method, and by making payment of a deposit or any other sum towards your booking, you confirm that:

You have read and understood these Terms and Conditions in their entirety;

You accept and agree to be legally bound by these Terms and Conditions;

You have had the opportunity to ask any questions before entering into the contract;

Where you are the Lead Passenger, you confirm that you have the authority to make the booking on behalf of all persons included within the booking and that each traveller has authorised you to accept these Terms and Conditions on their behalf.

These Terms and Conditions constitute the entire agreement between you and Al-Wahab Tours in relation to your booking and supersede any previous verbal discussions, correspondence or representations unless expressly confirmed in writing by Al-Wahab Tours.

26. Governing Law

These Terms and Conditions are governed by the laws of England and Wales, and any disputes shall be subject to the jurisdiction of the courts of England and Wales.