TERMS AND CONDITIONS OF UMRAH PACKAGES

This document outlines the Terms and Conditions applicable to all Umrah package bookings made with Ghufran Travel & Tours Sdn. Bhd. ("the Company").

The individual entering into an Umrah package agreement with the Company ("the Pilgrim") is deemed to have read, understood, and accepted all the conditions herein upon payment of the booking deposit.

1. BOOKING AND PAYMENT

1.1. Booking Deposit

1.1.1. A non-refundable deposit of BND300.00 per person is required upon confirmation of booking.

1.1.2. The deposit is generally non-refundable. However, it may be transferred to an alternative departure date subject to requirements specified in Clause 3.1.1.

1.2. Full Payment

1.2.1. The full payment of the package price must be received no later than 90 days prior to the departure date.

1.2.2. The Company reserves the right to automatically cancel a booking if the full payment is not received by the stipulated deadline. In such cases, the initial deposit shall be strictly non-refundable and will be forfeited.

1.2.3. The Company reserves the right to withhold or defer the confirmation and purchase of certain package components until full payment is received. Where partial payments are made, the Company may, at its discretion, secure specific elements of the package (including but not limited to flights and ground arrangements), while other components such as hotel accommodation may only be confirmed upon receipt of full payment. The Company shall not be liable for any changes in price, availability or loss of booking priority arising from delayed or incomplete payments.

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1.3. Submission of Documents

1.3.1. The Pilgrim is responsible for providing all required documents (e.g., valid passport, photographs, medical records) necessary for the Company to process travel arrangements.

1.3.2. All documents must be submitted by the deadline specified by the Company.

1.3.3. The Pilgrim must immediately notify the Company of any changes to submitted documents, including updates to passport details or other personal information, which may affect travel arrangements or visa processing.

1.3.4. The Company shall not be held liable for any disruptions, visa rejections, or additional costs incurred due to the Pilgrim's failure to provide the required documents on time. Significant delays may result in booking cancellation, subject to the standard cancellation charges.

1.4. Nature of Payments

1.4.1. The Pilgrim acknowledges that a significant portion of the package price is remitted in advance to third-party service providers, such as airlines, hotels, and local operators, and that such advance payments are typically non-refundable.

1.5. Price Adjustment

1.5.1. The Company reserves the right to adjust the package price at any time due to unusual fluctuations or factors beyond its reasonable control, including but not limited to sharp currency fluctuations, sudden fuel surcharges, tax increases, or price hikes imposed by airlines, hotels, or government authorities.

1.5.2. Any such increase will be communicated to the Pilgrim and the Pilgrim shall be required to pay the difference prior to departure. The Company will make every reasonable effort to provide timely updates regarding any price changes and minimize inconvenience to the Pilgrim.

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1.6. Room-Sharing Match Policy

1.6.1. Pilgrims requesting a shared room configuration that requires matching with other participants acknowledge that such arrangements are strictly subject to availability and the registration of other matching same-gender pilgrims. The Company does not guarantee that a room-sharing match will be successfully arranged.

1.6.2. In the event that a room-sharing match cannot be secured prior to the full payment deadline to fulfill the requested larger room configuration, the Pilgrim(s) shall be required to upgrade their room package type to the next cheapest available configuration based on the actual final occupancy of that room:

(a) If the final total number of matched roommates assigned to the room is two (2) people, the room configuration shifts to a Double room

(b) If the final total number of matched roommates assigned to the room is three (3) people, the room configuration shifts to a Triple room.

(c) If no other matching roommates can be found at all, leaving the occupant as a Single traveler, the configuration shifts to a Single room.

1.6.3. Should the Pilgrim(s) refuse to pay the required upgrade fare to adjust for the actual room occupancy, the Company reserves the right to treat the booking as a voluntary cancellation by the Pilgrim(s). In such an event, the standard tiered cancellation charges under Section 2.2 shall strictly apply.

1.6.4. However, if full payment for the upgraded room has been finalized and a matching roommate subsequently becomes available prior to the flight departure date (e.g., due to an unexpected last-minute booking or another group volunteering to accept a room-share participant), the Company will readjust the room configuration accordingly. In such instances, any excess fare difference previously collected from the Pilgrim(s) for the upgrade will be refunded in full.

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2. CANCELLATION BY THE PILGRIM

2.1. Cancellation Notice

2.1.1. A Pilgrim may initiate a cancellation by providing written notification to an authorized Company representative via email or letter only.

2.1.2. The cancellation request is not considered final or effective until the Pilgrim receives a formal written acknowledgement (e.g. via email or an official message) from the Company. This acknowledgement is the official proof of cancellation.

2.1.3. The effective date of cancellation, which will be used to calculate the charges in clause 2.2, will be the date recorded in the Company's written acknowledgement. Cancellation requests received outside of official business hours will be acknowledged and dated on the next business day.

2.1.4 For avoidance of doubt, requests to change travel dates outside the permitted amendment period shall be treated as cancellations and subject to this Section 2.

2.2. Cancellation Charges

2.2.1. The following cancellation charges will be applied:

Notice Period	Cancellation Fee
> 90 days	Forfeiture of deposit or 30% of the package price, whichever is higher.
90 to 46 days	50% of the package price
45 to 31 days	75% of the package price
< 30 days / No-Show	100% of the package price

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2.3. Non-Refundable Costs

2.3.1. The cancellation charges above are in addition to any non-refundable costs already incurred by the Company, including but not limited to visa processing fees, travel insurance and specific non-refundable payments made to airlines or hotels.

2.4. Special Cancellations

2.4.1. In the event of a cancellation due to death, accident, or serious illness requiring hospitalization (involving the Pilgrim), the Company will assist in appealing for a partial refund on compassionate grounds.

2.4.2. Such requests must be supported by official and verifiable documentation (e.g., death certificate, certified doctor's letter).

2.4.3. The final refund amount is contingent upon the policies of the respective third-party suppliers (e.g., airlines, hotels). The amount refunded to the Pilgrim will be the net sum recovered by the Company.

2.5. Refund Processing

2.5.1. Any approved refunds shall be processed within thirty (30) to sixty (60) working days, subject to recovery of funds from third-party suppliers.

2.5.2. The Company shall not be liable for delays caused by third-party processing timelines.

2.6. Travel Credit Option

2.6.1. In lieu of a refund, the Company may, at its discretion, offer a travel credit (credit shell) valid for a specified period, subject to supplier policies.

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3. AMENDMENTS AND CHANGES

3.1. Change of Date or Package

3.1.1. Any request by the Pilgrim to change their travel date or package after a booking has been confirmed shall be treated as an amendment request under this Section 3, provided the requested new departure date falls within six (6) months from the original package date. Furthermore, all requests for a change of date must be submitted at least ninety (90) days prior to the original scheduled departure date. Any request received less than 90 days before departure shall not be eligible for an amendment and will be treated as a cancellation under Section 2.

3.1.2. **Change Within 6 Months**: Where a request to change the travel date within the six (6) month window is made, a flat amendment charge of BND 100.00 per person shall apply. However, if the request is supported by a valid reason (such as a documented medical or personal emergency approved at the sole discretion of the Company), this amendment charge may be waived. In all circumstances, regardless of whether the fee is waived, the Pilgrim remains responsible for paying any fare differences between the originally booked package and the new one.

3.1.3. **Change Beyond 6 Months**: Any request to shift a travel date to a new departure date that falls beyond six (6) months from the original package date shall not be eligible for an amendment. Such requests shall automatically be deemed a full cancellation and shall be subject strictly to the Cancellation Policy under Section 2

3.1.4. The charges and restrictions outlined in clauses 3.1.2, 3.1.3, and 3.1.4 shall not apply if the change is:

(a) Initiated or requested by the Company; or

(b) Necessitated by significant external factors, such as major airline schedule changes or new government regulations.

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3.2. Name Change

3.2.1. Any request for a change of name is subject to relevant requirements and conditions, and any applicable fees, charges and administrative costs to effect such change shall be borne in full by the Pilgrim.

4. CANCELLATION OR CHANGES BY THE COMPANY & FORCE MAJEURE

4.1. Right to Cancel or Reschedule

4.1.1. The Company reserves the right to cancel or reschedule a tour for operational reasons not otherwise covered under Force Majeure or Company-initiated cancellations, including, but not limited to, insufficient participants.

4.2. Force Majeure

4.2.1. For the purposes of these Terms and Conditions, “Force Majeure” refers to any event beyond the Company’s reasonable control, including, but not limited to, natural disasters, wars, civil unrest, epidemics/pandemics, strikes, government restrictions, or any other circumstances that may prevent or disrupt the tour.

4.2.2. In the event the Company cancels or reschedules a tour due to Force Majeure, the Pilgrim may be offered:

(a) Rescheduling to a future package, or

(b) A travel credit valid for a future package.

4.2.3. All options, including the total monetary value of any offered travel credit, are strictly subject to the net recoverable amounts and refund policies of third-party suppliers (e.g., airlines, hotels, and ground operators).

(a) The Pilgrim acknowledges and accepts that due to non-refundable supplier penalties or withheld deposits, the final value of the travel credit may not equal the total amount paid by the Pilgrim.

(b) The Company has no control over third-party supplier terms and shall not be held liable for any shortfall or difference between the package price paid and the credit amount issued by the suppliers.

4.2.4. Where a tour is rescheduled due to Force Majeure and the Pilgrim chooses to withdraw from the package entirely rather than accept the alternative dates or travel credit, a refund may be processed; however, such refund shall be strictly limited to the net recoverable amounts successfully retrieved by the Company from third-party suppliers (e.g., airlines, hotels) as outlined in clause 4.2.3. Any non-recoverable deposits or supplier penalties will be deducted from the final refund amount.

4.2.5. The Company will make reasonable efforts to provide timely updates and guidance based on official advisories from authorities, airlines, and ground operators.

4.3. Options upon Company Cancellation (Non-Force Majeure)

4.3.1. The Company reserves the right to cancel or reschedule a tour for internal operational reasons, including but not limited to an insufficient number of registered participants (failure to meet the minimum group size required for the tour to proceed):

(a) An alternative tour package of comparable standard, if available; or

(b) A full refund of the package price paid.

4.3.2. The Company's liability in such cases is strictly limited to the options provided above. The Company shall not be held responsible for any other direct, indirect, consequential, or incidental costs incurred by the Pilgrim. Such costs include, but are not limited to:

(a) Independently purchased domestic or international flight tickets.

(b) Transportation costs to and from the departure airport, independently arranged by the Pilgrim.

(c) Independently arranged accommodation.

(d) Visa application fees for countries other than Saudi Arabia.

(e) Costs associated with annual leave, loss of wages, or any personal-related losses.

(f) Expenses for special clothing, equipment, or medication purchased for the tour.

(g) Independently purchased travel insurance policies.

4.4. Changes to Accommodation

4.4.1. The Company reserves the right to substitute hotels advertised in the itinerary with other hotels of a similar or equivalent standard. This may be necessary due to unforeseen circumstances such as overbooking or other factors beyond the Company's control. No refunds will be offered for such a change, provided the alternative accommodation is of a comparable standard.

4.5. Travel Advisory and Elevated Risk Situations

4.5.1. In situations where geopolitical tensions, regional conflicts, or security concerns arise, and where airlines, hotels, and authorities do not declare force majeure or suspend operations, the tour shall proceed as scheduled.

4.5.2. In such cases, the Pilgrim acknowledges that:

(a) The situation does not qualify for a refund;

(b) Standard cancellation terms shall apply if the Pilgrim chooses to withdraw;

(c) The Company may, at its discretion, offer rescheduling or travel credit options.

4.5.3. The Pilgrim assumes full responsibility for their decision to proceed or cancel under such circumstances.

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4.6. Crisis Communication

4.6.1. The Company will provide timely updates through official communication channels, such as email or messaging platforms.

4.6.2. Decisions will be guided by official advisories from relevant authorities, airlines, and ground operators.

4.7. Flight and Schedule Changes

4.7.1. Flight schedules, routes, and timings are subject to change by airlines without prior notice.

4.7.2. The Company shall not be liable for such changes, including extended transit times or revised itineraries, provided the overall tour is delivered.

5. PILGRIM'S RESPONSIBILITIES

5.1. Travel Documents

5.1.1. The Pilgrim is responsible for ensuring their passport is valid for at least six (6) months from the date of return to Brunei and has sufficient blank pages.

5.2. Visa Application

5.2.1. As part of the Company’s comprehensive service, the Company will fully manage and submit the Umrah/Tourist visa application on behalf of the Pilgrim.

5.2.2. The Pilgrim must immediately notify the Company of any changes as per Clause 1.3.3 that may affect their visa application.

5.2.3. Upon receiving the application, the Company will review the documents based on the current requirements/information for the Saudi Authority. In the event that a potential issue or complication is identified, the Company will immediately advise the Pilgrim. If a high risk of rejection is identified and the Pilgrim still decides to proceed, the Company will not be held liable for the visa rejection or any associated costs.

5.2.4. Notwithstanding any assistance provided by the Company, the granting of any visa is at the sole discretion of the Saudi Arabian authorities. The Company shall not be held liable for any visa rejection. All visa fees are strictly non-refundable under any circumstances, including an unsuccessful application.

5.3. Health Requirements

5.3.1. The Pilgrim is responsible for ensuring they are in good health and have a suitable level of physical fitness to undertake the pilgrimage. They must declare all pre-existing medical conditions, disabilities, or any other health concerns to the Company upon booking.

5.3.2. Should a Pilgrim require special assistance or extraordinary services due to a medical condition, any additional charges incurred will be borne by the Pilgrim, unless waived at the sole discretion of the Company.

5.3.3. The Company reserves the right to decline or cancel a booking if a Pilgrim's health condition is deemed unsuitable for travel, poses a risk to themselves or the group, or fails to meet the health and fitness-to-fly requirements stipulated by the airline or any prevailing health regulations set by the Saudi Arabian authorities.

5.4. Pilgrim Conduct

5.4.1. The Pilgrim must behave in a manner that does not disrupt the tour or cause offense to other tour members. The Company reserves the right to remove any disruptive Pilgrim from the tour without a refund. Depending on the severity of the conduct, the Company may also report the incident to the relevant authorities, and the Pilgrim may be subject to further action in accordance with local laws.

5.5. Compliance with Local Laws

5.5.1. The Pilgrim is solely and fully responsible for complying with all laws, customs, and regulations of the Kingdom of Saudi Arabia. The Company will endeavor, from time to time, to provide general guidance on significant local laws and cultural etiquette.

5.5.2. Any Pilgrim who commits an illegal act will be solely responsible for the consequences. The Company shall not be held liable for any costs or disruptions that arise from a Pilgrim's failure

to adhere to local laws. No refund will be issued for any unused portion of the tour if it is interrupted due to such actions.

5.5.3. In the event a Pilgrim faces legal difficulties, the Company will provide reasonable non-financial assistance, primarily by notifying the Embassy of Brunei Darussalam and the Pilgrim's next-of-kin. As part of our standard procedure, the Company notifies Brunei's Ministry of Foreign Affairs of its tour itineraries prior to departure.

5.6. Travel Eligibility and Restrictions

5.6.1. The Pilgrim is responsible for ensuring that they are not subject to any travel restrictions, including but not limited to immigration blacklists, financial restrictions, or legal prohibitions imposed by any authority.

5.6.2. The Company shall not be held liable for any inability of the Pilgrim to travel arising from such restrictions, and no refunds shall be provided in such cases.

6. Limitation of Liability

6.1. The Company acts only as an agent for airlines, hotels, and other service providers and accepts no liability for any injury, damage, loss, delay, or irregularity that may be caused by the acts or defaults of any third-party supplier.

6.2. No refunds, reductions, or compensation shall be provided for any unused portion of the package, including but not limited to accommodation, meals, transportation, or guided services, regardless of the reason.

6.3. The Pilgrim is always solely responsible for the safekeeping of their personal belongings. The Company shall not be held liable for any loss, theft, or damage to personal items, including baggage, documents, and money, regardless of the cause.

6.4. All information provided by the Company, including but not limited to hotel descriptions, images, maps, distances, and facilities, are based on information provided by third-party suppliers and is intended as a general guide only.

6.5. The Company shall not be held liable for any inaccuracies, misrepresentations, or changes made by such suppliers.

6.6. The Pilgrim acknowledges that Umrah operations may be affected by seasonal factors, peak periods, religious events, or local regulations imposed by the Saudi authorities. Such conditions may result in crowd congestion, restricted access to certain areas, or adjustments to schedules, for which the Company shall not be held liable.

7. Travel Insurance

7.1. A group travel insurance policy is included in the price of all Umrah packages. This policy provides coverage for specified events such as medical emergencies, personal accidents, and travel inconveniences during the trip.

7.2. The coverage is subject to the terms, conditions, limits, and exclusions of the policy issued by the insurance provider. The Company acts only as a facilitator and is not the insurer. A summary of the insurance benefits can be provided upon request.

7.3. It is the Pilgrim's responsibility to review the insurance coverage provided to ensure it meets their individual needs. The Company shall not be held liable for any matters or claim disputes arising from the insurance policy.

7.4. Pilgrims who require enhanced benefits or coverage for pre-existing medical conditions are advised to purchase a separate or supplementary insurance policy at their own expense.

8. Pilgrim's Acknowledgement

8.1. By making a deposit payment, the Pilgrim acknowledges that they have read, understood, and agreed to be bound by all the Terms and Conditions stated herein.

8.2. The Pilgrim acknowledges that travel involves inherent risks, including unforeseen geopolitical, operational, and health-related developments, and agrees to abide by the Company’s policies in managing such risks.

8.3. The Pilgrim acknowledges that Umrah is conducted in a dynamic environment involving large crowds, logistical constraints, and evolving regulations. Conditions on the ground may differ from expectations, and flexibility, patience, and cooperation are required at all times. The Company shall not be held liable for any discomfort or inconvenience arising from such conditions.

8.4. Any complaints or claims arising from the Umrah package must be submitted in writing to the Company within fourteen (14) days from the date of return. The Company shall make reasonable efforts to investigate and resolve any valid complaints in a fair and timely manner, and reserves the right to decline any claims submitted after this period.