



ALL PAGES MUST BE SIGNED AND DATED

Disclaimer:

The responsibilities of Mashaer Travel LLC. as the tour operator or their agents are limited.

***IMPORTANT ADDITIONAL INFORMATION REGARDING YOUR BOOKING** You must not accept any booking or package unless you understand and agree with the following terms and conditions.

Mashaer Travel LLC is referred to as Mashaer Travel

Mashaer Travel located at 259 New Brunswick Avenue, Suite 202, Fords, New Jersey 08863 acts as a travel agent only. We sell various travel related products on behalf of numerous transport service providers numerous transport and accommodation service providers, including, but not limited to airlines, hotels, and transportation, Mashaer Travel does not own, operate, manage or control these independent suppliers of services and is not liable for their acts or omissions. Mashaer Travel obligations to you are to make travel bookings on your behalf and to arrange relevant contracts between you and the travel service providers. We have no responsibility for these services, nor do we have the authority to make any warranty or representation regarding their standard. A request cannot be guaranteed. All bookings are subject to the terms and conditions and limitations of liability imposed by these travel service providers. You understand that your legal recourse is against the specific provider not Mashaer Travel.

Important Conditions: Prices are subject to increase prior to the time you make full payment. Prices are not subject to increase after you make full payment, except for charges resulting from increases in government-imposed taxes or fees. As noted above, by making the booking, you expressly acknowledge your acceptance of these conditions (i.e. increases before full payment and increases attributable to Saudi Arabian government-imposed Hajj fees or Mutawwaf service charges, fees or carrier imposed surcharges after full payment will be your responsibility) applicable to your purchase.

Package or airlines ticket Payment: You may be required to make a deposit and such deposits are non-refundable. Final payment is required no less than 60 days prior to departure unless otherwise stated. Most airfares or services must be paid in full at the time of booking. Mashaer Travel accepts all checks or money orders or any return checks charge \$50 each. Your payment is not deemed made until it is received by Mashaer Travel. Your booking is not confirmed until the deposit is cleared by Mashaer Travel bank. Please review and verify your airline or package booking itinerary thoroughly and contact your group leader or Mashaer Travel immediately if your itinerary appears to be incorrect or incomplete, as it may not be possible to make changes after 24 hours of airlines ticket issuance otherwise penalty may apply or may not be possible to change. Please be advised that once your airlines ticket or visa has been processed or issued, there will be NO refunds available for the package(s) you have purchased. Hajj fees issued by the Kingdom of Saudi Arabia or related to the ritual animal sacrifice are additional to and not included in any Hajj package.

Cancellation: Please be aware that all travel bookings are non-refundable and cancelled bookings will incur charges. These charges can be up to 100% of the cost of the booking, regardless of whether travel has commenced and date change fee or stopover fee may apply subject to airlines policy. Reservations should be made with a package price payment in full. A valid passport is due at the time of payment and all other Hajj required documents are due on 5th of Shawwal. Where we incur any liability for a cancellation fee or charge for any booking which you cancel, you agree to indemnify us for the amount of that fee or charge. All airline tickets are non-refundable. Date change fee or stopover fee may apply subject to airlines policy.

SIGNATURE: _____ **DATE:** _____



For any cancellation received by Mashaer Travel on or before must be in writing:

90 days prior to departure: \$2500 per person cancellation, 60 days prior to departure: \$5000 per person cancellation fee. 60 days prior to departure: no-refund will be made on any reservation on or after, regardless of any reason without any exception. Cancellation must be received in writing before 60days prior to departure. Should you have to cancel your whole or partial trip due to any medical, emergency or personal or work or business reason, after package payment no refund if less than 60days prior to departure. In case if visa issued and endorsed on passport must need consent letter to cancel your visa on your passport before return back to you no monetary refund for such cancellation.

Responsibility: We always do our best to make sure your travel arrangements are satisfactory. However, Mashaer Travel and its affiliates and their employees, officers, directors, successors, and assigns do not own or operate any entity which provides goods and services for your travel including without limitation, lodging facilities, airline, motor coach, or other transportation companies, guides or guide services, local ground operators, providers or organizers of optional excursions, food service providers, etc. All such persons and entities are independent contractors and are in no way affiliated to Mashaer Travel.

Liability: Mashaer Travel is not liable for any negligent or willful act or failure to act of any travel service provider or of any third party. In addition and without limitation, Mashaer Travel is not responsible for any injury, loss, death, inconvenience, delay, or damage to person or property in connection with the provision of any goods or services whether resulting from, but not limited to, acts of God or force majeure, illness, disease, acts of war or civil unrest, insurrection or revolt, animals, strikes or other labor activities, criminal or terrorist activities of any kind, overbooking or downgrading of accommodations, mechanical or other failure of airplanes or other means of transportation, or for any failure of any transportation mechanism to arrive or depart on time. Also be advised that certain foreign facilities such as air-conditioning systems in public places, hotels, building accommodation or tents, motor coaches may not be up to U.S. standards. If due to weather, flight schedules or other uncontrollable factors you are required to spend additional night(s), you will be responsible for your own hotel, transfers and meal costs. Baggage is entirely at owner's risk. from any loss or damage resulting from non-digital passports, improper passports or insufficient visa blank pages, visas, green card, transit visa or other documents. The prices of these tours are based on rates in effect (including foreign exchange rates) at the time of printing and are subject to change without notice. Under circumstances where liability cannot be excluded, such liability is limited to the value of the purchased travel arrangements. You specifically agree that Mashaer Travel is not liable for any consequential loss or damage.

Mashaer Travel LLC. will not be responsible for failure to follow instructions, including but not limited to check-in and check-out times and baggage handling. In the event of flight delay or miss connection, it is the responsibility of the airlines to determine exactly what procedure will be followed. Mashaer Travel LLC. takes no responsibility of any additional costs due to delay of meals during Hajj, Umrah or miss connection of confirm flights, baggage lost or delay or transit layover hotel accommodations. All additional costs will be solely the responsibility of the passenger and Mashaer Travel LLC. will not be liable.

The policy chosen by that carrier shall be based on its procedures and shall not be the responsibility of Mashaer Travel LLC. and its affiliates will not be responsible for any person's missing any part of the program due to his negligence or delay or absenteeism for anytime during the tour and will not be responsible for any additional expenses for the participant to rejoin the tour.

SIGNATURE: _____ DATE: _____



Passports: All individuals departing from the United States of America must be in possession of a valid passport. It is your responsibility to ensure that you have valid travel documentation, including but not limited to passports and visas, which meet the requirements of immigration and other government authorities at every destination. You are responsible for confirming with the United States Department of State or representative government agency of the country to which you are traveling to confirm the requirements for visas and/or other requirements for admission to your destination. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be your sole responsibility.

Travel Documents: Travel documents including, without limitation, airline tickets, hotel vouchers, tour vouchers or any other document (whether in electronic form or otherwise) used to confirm an arrangement with a service provider. Travel documents may be subject to certain conditions and/or restrictions such as, but not limited to, being nonrefundable, non-date-changeable, and subject to cancellation and/or amendment fees. Travel documents cannot be transferred to another person to use. All airline tickets must be issued in the name of the passport/photo identity holder. An incorrect name on a booking may result in an inability to use that booking and the booking being cancelled. Any errors in names, dates and timings may result in an inability to use that booking and the booking being cancelled. Any errors in names, dates and timings on your documentation will be your responsibility if not advised at the time of booking.

Refusal of Service: Service providers reserve the right to refuse service to travelers at their sole discretion and including without limitation if the traveler, lacks proper documentation for the country of destination, has a contagious disease, manifests disruptive and/or unruly behavior.

Mashaer Travel LLC. is not responsible or liable for the granting or denying or delay of any type of visa (Hajj, Umrah, business, work, family or visit) or documents from any Embassy or Consulate. It is understood and agreed that Mashaer Travel LLC. does not assume any responsibility for handling your passports and other documents. You hereby agree to indemnify and hold Mashaer Travel LLC. harmless against any cause of action, lawsuit, or other liability that arises from visa issuance, the delivery of your documents to or by any mail delivery carrier, including, but not limited to, FEDEX, UPS and USPS couriers. Any issues relating to the delivery of packages/passport are to be addressed with these respective agencies.

Mashaer Travel is an Agent provider and cannot be held responsible or liable for any and all claims that may arise from its vendors. Vendors include but are not limited to, Hotels, Airlines, Transportation companies, Catering companies, Consulate offices, Embassies, and government service providers in Mina, Arafat and Muzdalifa. Mashaer Travel recommends that customers obtain and review the warranties provided by the vendors if any such situation shall arise Situations which Mashaer Travel are not liable include but are not limited to: Cleanliness & upkeep of Hotel or building accommodation rooms & toilets, delayed flights, Mina & Arafat tent locations, size and electrical power, Mina & Arafat bathroom conditions, Air Conditioning units in Mina & Arafat, and stalled or damaged buses.

Travel Insurance: For your protection, we strongly recommend that you purchase trip cancellation and travel accident insurance. Situations which may be aided by possession of travelers insurance include but are not limited to: Lost luggage, Medical Expenses, personal expenses and last minute cancelations. You will be required to accept a disclaimer. Mashaer Travel is not an insurance company and has no responsibility for the submission, payment or adjustment of any insurance claims. Any claims that may fall under the relevant travel insurance policy must be submitted to the insurance company directly.

SIGNATURE: _____ **DATE:** _____



Lost Luggage handling: Mashaer Travel is not responsible for any lost or stolen luggage or jewelry or any valuable or cash or personal items for the durations any of our packages. Mashaer Travel is not responsible for any lost luggage by the Airline or during customer transit from airport to hotel in Saudi Arabia. Mashaer Travel recommends customer purchases insurance to protect themselves should such a situation arise.

Health and Special Requirements: It is your responsibility to ensure you are aware of any health requirements for your travel destinations and to ensure that you carry all necessary vaccination documentation. You must carry two sets of all your daily medicines in small hand bag.

Customer understands that Tour packages are often held in developing and undeveloped countries, due to this there are many unknown and inherent risks associated with embarking on journeys of this nature. Customer acknowledges that Mashaer Travel cannot be held responsible for any damages resulting from any acts including but not limited to: negligence of Vendor, political unrest and forces of nature. Furthermore, Mashaer Travel, or any of Mashaer Travel's staff, are not qualified to provide medical assistance should the need arise. Customers will not hold Mashaer Travel responsible for inability to treat or care for customer. In addition Mashaer Travel is not responsible for delays in arrival of medical personnel. Customer understands that many of our tour packages involve long and exhausting walks and waiting time. Particularly our hajj packages, can take an exhausting physical toll on any and all customers regardless of physical condition. Customers with prior physical conditions are required to make disclosure to Mashaer Travel staff prior to departure. Mashaer Travel will do it's best to accommodate customers with health conditions, however by purchasing a package from Mashaer Travel, customer warrants that they are able to complete and participate in all aspects of said package. Should customer be unable to participate in any aspects of our tour packages, it is customer's responsibility to find a companion to assist them.

I have read and understand the content placed there in the Disclaimer of Mashaer Travel LLC. By submitting my passport or payment to Mashaer Travel LLC. through delivery service, in person drop off, and / or electronically, I agree completely to the above contract.

KINDLY PRINT THE INFORMATION BELOW CLEARLY:

NAME: _____ **DATE:** ____/____/____

TEL: _____

E-MAIL: _____

MAILING ADDRESS:

SIGNATURE: _____ **DATE:** _____