

The Traveller declares, warrants and understands that:

- There are no outstanding warrants of arrest against the Traveller and that in the event that the Traveller becomes detained at an international airport, all costs during rescheduling his/her departure shall be borne by the Traveller;
- The Traveller does not have a criminal record and should a criminal record exist, that it shall be disclosed at the first interview with the operator. Failure to do so, may result in a flight being delayed resulting in the cancellation of the Traveller travel to the holy city and other destinations and the Traveller shall bear any losses and the Operator will not be liable to refund any amounts paid to it by the Traveller;
- The Traveller may be refused exit or entry from any country due to an alleged prior criminal conviction which has resulted in a criminal record.

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;

if successfully transmitted by facsimile, shall be deemed to have been received by the addressee 1 (one) day after dispatch.

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

16. SAHUC AND JURISDICTION (FOR HAJJ ONLY)

In the event the parties after a conciliation and mediation between the Traveller 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

DATED AT _____ ON THIS DAY _____ OF _____ 201__

As Witness

1. _____

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

DATED AT _____ ON THIS DAY _____ OF _____ 201__

As Witness

1. _____

***Name:
For and on behalf of Khidmatul-Awaam Pilgrim Services (NPC) Warrants that he is duly authorized, hereto***



In The Name Of Allah Most Gracious, Most Merciful

Khidmatul 'Awaam Pilgrim Services

"Non Profit Company" (NPC) Incorporated Not For Personal Gain

Registration No: 2008/010084/08

Memorandum Of Agreement

Between **Khidmatul Awaam Pilgrim Services** (NPC) (Herein Referred To As The Operator)

And

(Herein Referred To As The "Traveller") And On Behalf Of Travellers Listed On Annexure "A" (If Applicable)

The Traveller warrants that he/she is duly authorized to represent the Traveller/s who shall be collectively referred to as the "Traveller" as defined in clause 2 hereunder

1. PREAMBLE

WHEREAS, the Traveller intends to perform pilgrimage to the holy city of Makkah Mukarama and Madina Munawara with the option to visit other Islamic holy cities and/or Leisure travel to any other destination.

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

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 recognised 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;
- "Group" means a congregation of fellow travellers, including the Traveller, who will be travelling together for the duration of the Hajj and/or Umrah and/or Leisure experience
- "Operator" means Khidmatul Awaam Pilgrim Services (NPC), a NON-PROFIT COMPANY, INCORPORATED NOT FOR PERSONAL GAIN, which carries on business, with its principal place of business in Gauteng, 5 Suikerbos Street, JISS Centre, Ext 3 Lenasia; Email: info@kasa.org.za; Website: www.kasa.org.za
- "Parties" means the Operator and the traveller/s reflected on the face of this Agreement and
- "Party" shall mean any one of them, as the context indicates;
- "Traveller" 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 a UNINCORPORATED BODY NOT FOR PERSONAL GAIN:
- Supplier(s) means legal entities persons from whom an operator procures services in respect of the Traveller'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; WHEREAS the parties have solemnly agreed to enter into this agreement subject to the following material terms and conditions as set out herein below:

3. COST OF PACKAGE

The total costs of the package as agreed between the Parties in terms of the Agreement is sum of R_____ as reflected in Annexure A and B. For ease of reference the actual costs which each individual Traveller is liable to pay is set out in Annexure "A" next to the name of each Traveller.

Cash Deposit fee will be applicable as these 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 accounts, whichever is applicable :

Banking details in respect of the Hajj Account

Bank: FNB, Cheque Account
Account Name: Khidmatul Awaam Pilgrim Services
Account No: 6217 8830 470
Branch Code: 250737
Branch: Lenasia
Payment Ref:

Banking details in respect of the Umrah Account

Bank: FNB, Cheque Account
Account Name: Khidmatul Awaam Pilgrim Services
Account No: 6225 3762 910
Branch Code: 250737
Branch: Lenasia
Payment Ref:

TERMS, CONDITIONS AND DETAILS RELATING TO ACCOMMODATION, FLIGHTS AND ASSOCIATED COSTS :

The Traveller acknowledges that:

- The allocation of rooms are at the discretion of the hotel establishment and that from time to time rooms vary in size. It is not in the discretion of the Operator to allocate a larger room to a Pilgrim and that such discretion is the sole prerogative of the hotel management;
- The hotel management may from time to time exercise their discretion by upgrading the room of a particular Traveller and the Traveller cannot demand same as such upgrading is at the sole discretion of the hotel management.
- The Traveller shall be liable for any additional costs incurred by the Traveller not covered by this agreement i.e. costs relating to room service, telephone, laundry, messages, additional meals and the use of consumables from the bar fridge. The Operator shall have the sole discretion to allocate a room to the Traveller and the fellow Travellers who is to share such a room.
- The Operator shall not be liable for the regulations related to the holy water (zam zam) and the Traveller must bear in mind that each airline, including the domestic airlines between Jeddah and Amaan, has its own policy regarding weight allowed and any associated costs
- Unless, otherwise provided in this agreement, the Traveller shall remain in the accommodation as specified in this agreement.
- The Traveller understands that the standard/grading of the hotels advertised in Makkah/Medina and the buildings in Azizia are in accordance with the grading of the Saudi authorities and may differ from grading of hotels in other countries.
- The different airlines from time to time may increase its fuel surcharges and airport taxes, in that event such increased costs and other associated costs such as currency fluctuations shall be borne by the Traveller. The Operator does not guarantee the quotation insofar as the circumstances influencing demand, availability, price and or currency fluctuations are out of its control and the quotation will only be confirmed upon receipt of payment in full as set out in the contract. Management may at their discretion and for a valid reason make available to the traveller another hotel of the same standard grading due to circumstances beyond their control.

4. CANCELLATION OF BOOKING BY TRAVELLER

In the event of the Traveller making any changes or cancellations to the reservation which causes prejudice to the Operator, the Traveller shall be liable for any additional charges imposed by the respective airline or hotel management arising therefrom. The Traveller acknowledges that the respected airline or hotels may have its own policy in regard to refund allocations, including but not limited to, its refund policy in respect of any unforeseen circumstance such as sickness or death and that a Traveller will not be entitled to a refund if the operator does not receive the refund for such change/s and/or cancellation/s.

In the event that the Operator has complied with the terms of this agreement, including the confirmation of flight bookings and the Traveller 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 Traveller in order to mitigate the loss of the Traveller.

In the event of the accredited Traveller for Hajj or Umrah deciding to cancel this agreement, the Traveller accepts and agrees that the deposit paid may be forfeited in its entirety or partially depending on the circumstances.

5. DEPOSIT FOR UMRAH

In the event that the Traveller 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 Traveller undertakes to pay a deposit fee before the contract becomes binding. In this regard the Traveller is duty bound to pay a minimum of 25% on signature of this agreement. This does not preclude the Traveller paying up to 50% deposit on signature of this agreement and the balance to be settled for the latest date of 1st Ramadan of the Islamic Calendar or be paid on such other date as agreed between the parties.

7. RESPONSIBILITIES OF THE PARTIES

The Traveller acknowledges and agrees that:

- the Operator will arrange to acquire the visa/s on behalf of the Traveller. The Traveller 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 at the airport or in the travelled countries, the Traveller shall proceed to lodge a complaint at the claims counter at the respective airport and that the Operator is not responsible for any loss arising from lost luggage. It's the duty of the Traveller to ensure that at all times when alighting from any mode of transport ensure that all valuables are not left behind.
- the Traveller will only be entitled to 1 x suitcase of standard size and a back pack, whether on a bus or taxi. In the event of additional and/or extra luggage causing overloading problems, then the Traveller 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 Traveller's luggage whether loading or off-loading the luggage; the Traveller will adhere to the timeline set for the departures timeously so as not to miss the transport arranged for the Traveller and/or by causing any inconvenience or delay to other Travellers in the group.

8. LIMITED LIABILITY

The Operator shall not be held liable for:

- a failure to perform any of its obligations in terms of this agreement in so far as it is able to prove that such failure was due to an impediment beyond its reasonable control and was not reasonably foreseeable in situations including but not limited to war, natural disasters, strikes, work stoppage, delays and poor service delivery by the Muassasa and/or other suppliers.

9. IN THE EVENT OF A BREACH OF AGREEMENT BY THE TRAVELLER

If the Traveller fails to make payment of any amount due under this agreement and despite the Traveller receiving written notice requiring the Traveller 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 Traveller's conduct inconsistent with the intention or the ability of the Traveller 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. 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 Traveller for any additional and/or necessary expenses incurred by the Traveller as determined by an Ameer and/or Arbitrator appointed by the Operator for the applicable year. In the event that the operator is in breach of the agreement, the Traveller 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 Traveller may lodge a complaint at the principle 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 Traveller agrees to abide by the Code of Conduct and acknowledges the Khidmatul Awaam Pilgrim guidelines as set out in Annexure "C" hereto for Hajj and Umrah travel.

12. WAIVER OF LIABILITY FOR TRIP TO MASJID-UL-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 masjidul AQSA which was not caused by the Operator. The Traveller agrees that the Operator shall not be responsible for any delays at the borders of Palestine, or in the event of the Traveller being barred by the Authorities from entering into Palestine. In the event of this contingency arising, the Traveller undertakes to wait in Jordan until the next available flight.

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

13. INDEMNITY AND WARRANTIES

The Traveller acknowledges that the Operator is a NON-PROFIT COMPANY (NPC), INCORPORATED NOT FOR PERSONAL GAIN and accordingly indemnifies its directors, volunteers, servants 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 Traveller 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 Traveller shall further hold the Operator and its directors, volunteers, servants 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 hajj);
- 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 Traveller;
- damages caused by any Traveller as a result of his/her deviant behaviour .