

## Terms and Conditions

### Definition:-

- a) (You) mean the Zaareen or the individual in whose name the booking is made.
- b) We/Us/Trust shall mean Fayz-e-Husayni Trust, Bombay.
- c) Independent Contractors refer to any hotelier, hotel owner, airline operator, coach operator, foreign exchange dealer or any person selected by the Trust to render services to the Zaareen.
- d) Ziyarat cost means the amount of the total ziyarat cost determined by the Fayz-e-Husayni Trust, Bombay.

### Brochure Accuracy:-

All the information given to you in the brochure is based on the information available with us at the time of publication. We reserve the right to change any of this before or after the ziyarat due to events beyond our control.

### Scope of Activity and Conditions of passage:-

We are organizers of pilgrimage only. We do not control or operate any airline, neither have we control on any shipping agency or several other facilities and services that we may avail in the course of your journey. Hence, we shall not be responsible for any injury, death, loss or damage which may be caused by the act or negligence of any of the management or employees of the independent contractors. These conditions are applicable to every Zaareen.

### Registration:-

- a) The Zaareen will register for the ziyarat which he/she intends to undertake by filling and signing the attached booking form.
- b) In case of one or more Zaareens, not all the Zaareens are required to sign the form. Any one Zaareen can sign the booking form on behalf of the Co-Zaareens/group, which shall be deemed to have duly authorized by them.
- c) The signing of the booking form by the Zaareen or its representative Zaareen shall mean acceptance in totality of the terms and conditions contained in this document. No person has the authority to vary, add or waive any stipulations or any terms and conditions contained herein. The Trust does not bind itself to any assurance given by any person and its consequences. The Trust reserves the right to decline registration to any Zaareen from the ziyarat without assigning any reason.
- d) Any payment of initial deposits does not confirm a seat for Ziyarat until full and final payment has been received by the Trust. Full payment must be in accordance with the procedure of the Trust. In case of non-payment of the full Ziyarat, the Trust reserves the right to cancel the booking with the subsequent forfeiture of deposit amount and cancellation charges.

### Payments:

An initial deposit of Rs.20000/- or such amount as may be decided by the management on case to case basis shall have to be paid at the time of registration for ziyarat. All payments should be made at least ten days prior to the date of departure. Failing to make the payments in time, the Trust reserves the right to cancel the registration of the Zaareen, thereby, resulting into forfeiture of deposit amount and also attracting cancellation charges.

The modes of payments shall be as under:-

- All the payments shall be made in cash or by way of demand draft favoring "Fayz-e-Husayni Trust, Bombay".
- Any payment above Rs.50000/- shall be made by way of demand draft only and shall be deposited either in the following manner:-
  1. Directly to the Co-ordinator, or
  2. In the designated bank account of Fayz-e-Husayni, Bombay with intimation to the co-ordinator, or,
  3. At the cash counter of Fayz-e-Husayni Trust, Bombay.
- In case of payments made in cash beyond Rs.50000/-, Zaareens will be requested to submit copy of their PAN Card.

### Refunds and Cancellations:-

The Trust has a prescribed procedure for Cancellation, i.e.

Upon receipt of the cancellation request from the Zaareen or its authorized representative / co-ordinator along with the necessary documents, the Trust shall verify the reasons for the cancellation and thereafter, the refunds will be processed. While processing the refunds the necessary expenses incurred by the trust in respect of the Zaareen and the cancellation charges of Rs.250 per Zaareen shall be adjusted against the deposits.

Refunds for amendments and/or cancellations will be paid directly to you for bookings made with the trust's offices. For bookings made through our co-ordinator, the refunds will be routed through them. It would take at least 30 days to process refunds. The Original Deposit receipt will be required to be attached with the cancellation request for processing of any refund request. Under no circumstance will refunds be made without original receipt.

The Refund amount will be issued by way of cheque or demand draft only.

### Cancellation due to Visa Rejection:-

The Zaareens travelling on a Ziyarat must be in possession of a valid visa. However, issuing a visa is entirely at the discretion of the concerned consulate, even after submitting all the requisite documents. The Trust shall in no way be responsible for the same.

### Transfers:

Zaareens are allowed to transfer their deposit amount from one ziyarat to another ziyarat by making an application directly or through their coordinator to the Trust. Such transfer is permitted only once.

### Conditions to Travel:

- a) The Zaareen will strictly have to follow the ziyarat programme and return to his/her point of commencement in accordance with the validity of the air ticket.
- b) No refund shall be paid, in case, the Zaareen fails to join the group at the commencement of the Ziyarat or joins the group later or leaves the group before the culmination of Ziyarat.
- c) If the Zaareen along with his/her family is compelled to discontinue the Ziyarat due to any reason including illness, death or loss of passport or travel document, no claims will be entertained for the refund of unutilized services.
- d) Even if a Zaareen is unable to reach the place of commencement of the Ziyarat due to any reason whatsoever, his/her booking will be treated as "no show" and will not be entitled to any refund.
- e) Fayz-e-Husayni Trust, Bombay, reserves the right to withdraw any one from the Ziyarat whose behavior is deemed likely to affect the smooth operation of the Ziyarat or adversely affect the safety of other passengers.
- f) The Trust reserves the right to amend the Ziyarat prices prior to departure, in view of currency fluctuations or changes in the prices of independent contractors.
- g) The Trust reserves the right to cancel any Ziyarat prior to departure without assigning any reason whatsoever. The Trust will not assume responsibility for any additional cost pertaining to issuance of air tickets or other arrangements.
- h) In order to facilitate the Zaareens, the Trust has appointed co-ordinator's at various places. The list of authorized coordinators is available at the head office of Fayz-e-Husayni Trust, Bombay and also on the trust website [www.fayzehusayni.com](http://www.fayzehusayni.com). However, the trust shall have its own discretion to accept booking /registration made by the coordinators. The co-ordinator's have been instructed to work within the guidelines given by the Trust. Any commitment made by the co-ordinator which is not in accordance with the policy of the Trust, will not be the responsibility of the Trust.
- i) In case the trust offers any travel schemes, any discount or benefits by the trust; it is the sole right of the trust to withdraw such schemes at any point of time.
- j) The Trust shall not under any circumstance be liable for:-
  - Any overstay expenses due to delay or changes in bus/air/trains or cancellation of other services due to sickness, political situation, weather conditions, strike, war or any other cause whatsoever.
  - Ziyarat or events missed due to circumstances beyond our control. In case of any activity taken on Ziyarat, all passengers should undertake these activities at their own risk. Heart patients, expecting women, people with blood pressure or any medical problems should be responsible for themselves.
- k) The Trust does not provide individual assistance to any Zaareen requiring aid with walking, dining, getting on and off from any transport vehicle. A qualified companion must accompany the Zaareen who needs such assistance.
- l) All baggage and personal effects are at all times and under all circumstances your responsibility. We will not be responsible for the loss of items from accommodation provided to you. Any damages to rooms during your stay will also be your responsibility and payable by you.
- m) Zaareen shall be responsible for their respective baggage at the airport and are instructed not to carry any baggage of unknown passenger owing to security concerns.
- n) In the event of the Trust exercising its rights to amend or alter any of the services mentioned in the itinerary, Zaareen will have the right:-
  - To continue with the Ziyarat as amended or altered
  - To accept an alternative Ziyarat which the trust may offer.In either of these cases, the Zaareen will not be entitled to any damage, additional expenses, consequential loss suffered to him or to the payment of any amount as refund.
- o) The Trust shall under no circumstances be liable to the Zaareen for:-
  - Any death, personal injury, sickness, accident, loss, delay, discomfort, increased expenses or consequential loss or damage.
  - Any act, omission, default of independent contractors or other person, servants or agents employed by Trust who may be engaged in the provision of accommodation, refreshment, carriage facilities or service to the zaareen, howsoever caused.
  - The temporary or permanent loss of or damage to baggage or personal effects howsoever caused. In this condition, the term "howsoever caused" includes negligence on the part of any person.
- p) If the Zaareen has any complaint in respect of the service provided by any of the independent contractor, the Zaareen shall immediately notify both the independent contractor and the group leader or representative of the trust, in order to, enable the trust to take up the matter with the independent contractor, so that in future other Zaareens do not face the same difficulty.
- q) Any complaint must be made within seven days of the end of the Ziyarat.
- r) Immunities provided under this contract are available to the trust managers, including group leaders, employees, servants and agents selected by the Trust.
- s) Each of these conditions will be severable from the other. If any, provision is declared in valid, illegal or unenforceable, and then the remaining provisions shall nevertheless have full force and effect.
- t) Any dispute arising out of this agreement will be settled only by arbitration through the office of Dawat-e-Hadiyeh's nominated representative.