



Hajj Terms & Conditions

The Responsibility of Baggia Travel & Tours/A&A Travel & Tours, Baggia Travel & Tours/A&A Travel & Tours 1450 Midland Ave, Suite# 202A, Toronto, Ontario, M1P 4Z8, acts as agents and protector for the passengers' rights in making arrangements for the airlines, hotels, buses, or any service in connection with the tour and assumes no liability whatsoever for injury, damage, loss, luggage, accidents, delay irregularity which may be occasioned either by reason or defect, though the acts of GOD, dangerous incidents in the air, sea, land, fire, breakdown of machinery or equipment, acts of government or other authorities de jure or de facto, wars, whether declared or not, hostilities, civil disturbances, strikes, riots theft, pilferage, epidemics, quarantines, medical or customs regulations, or from any loss or damage resulting from improper passports, visas, or other documents. Baggia Travel & Tours/A&A Travel & Tours will accept no responsibilities for loss or additional expenses due to delay or changes in schedule or other causes. Baggia Travel & Tours/A&A Travel & Tours shall not be liable or responsible for any inconvenience, loss, damage or injury arising in connection with such service. Baggia Travel & Tours/A&A Travel & Tours shall not be responsible for the failure to follow instructions, including but not limited to check-in and delay, loss of luggage or personal belongings (Medicine). It is the responsibility of the airline to determine exactly what procedure will be followed. The policy chosen by that carrier shall be based on their procedure and shall not be the responsibility of Baggia Travel & Tours/A&A Travel & Tours and its affiliates. They will also not be responsible for any person(s) missing and part of the program due to his negligence or delay or absenteeism for any time during the tour and will not be responsible for any additional expenses for the participant to rejoin the tour. Moreover, no charges or upgrades in the program chosen will be the honored after departure as well as no refund will be given for any services rendered not utilized.

PAYMENT SCHEDULE: An additional payment for a minimum of \$1500.00 / person following your choice of package must be made at time of registration (payment schedule can be flexible upon request) 2nd Payment will be Due on 10, July 2011, Balance Payment will be due by August 08, 2011

CANCELLATION: All cancellations must be in writing. Cancellation received 90 days or more prior to departure date are subject to a \$1000 per person administrative charge and those received less than 90 days prior departure are non refundable. In addition to above addition penalties and/or charges imposed by hotel/airline/bus companies together with services or hotel space may be imposed.

SACRIFICE: It is not included. It can be arranged upon request.

HAJJ FEES are additional and not included in any of the programs.

EXCLUSION OF LIABILITY AND INDEMNITY

WHEREAS Baggia Travel & Tours/A&A Travel & Tours, located at 1450 Midland Ave, Suite# 202A, Toronto, Ontario, M1P 4Z8, its officers, director, employees, servants and volunteers, is in the business of providing Hajj services and assisting Hajj Pilgrims to perform their Hajj Pilgrimage in Saudi Arabia ("Services"); AND WHEREAS you are entering into a legally binding agreement with Baggia Travel & Tours/A&A Travel & Tours to provide you with the Services; AND WHEREAS you confirm that you have been advised by Baggia Travel & Tours/A&A Travel & Tours and that you recognize that Baggia Travel & Tours/A&A Travel & Tours does not own, manage, control or operate any transportation vehicle, hotel, resort, restaurant or other supplier and is not responsible for their acts or omissions;

NOW THEREFORE IN CONSIDERATION of Baggia Travel & Tours/A&A Travel & Tours providing the Services, I agree as follows

Baggia Travel & Tours/A&A Travel & Tours shall not be responsible for, or assume liability in connection with, any loss, damage, expense or injury, whether physical or mental, resulting from any delay, or any act, omission, negligence or commission of any party supplying any of the services or accommodations, its agents, servants, employees, subcontractors, or for any claims for such loss, damage or injury, whether physical or mental, resulting from any delay, or any act, omission, negligence or commission of any party supplying any of the services or accommodations, its agents, servants, employees, subcontractors, or for any claims for such loss, damage or injury, whether physical or mental, arising there from, or from any cause that arises by reason of actions of parties other than Baggia Travel & Tours/A&A Travel & Tours. Without limiting the generality of the foregoing, Baggia Travel & Tours/A&A Travel & Tours shall not be responsible for, or assume liability in connection with, any injury, damage, death, loss, additional expenses or accidents, suffered by me, in any manner whatsoever, including as a result of defects in any vehicle, or through the acts or defaults of any company or person engaged in transporting me. Baggia Travel & Tours/A&A Travel & Tours shall not be responsible or liable in connection with any losses or additional expenses occasioned by me as a result of the acts of God, delay or changes in schedules, overbooking or sickness, weather, strikes, war, quarantines, epidemics, pilferage, customs or immigration regulations or other acts or circumstances in this connection beyond Baggia Travel & Tours/A&A Travel & Tours reasonable control. All or any such losses and expenses as aforementioned will be borne by me and will be my sole responsibility to the complete exclusion of Baggia Travel & Tours/A&A Travel & Tours. I FURTHER AGREE to release and forever discharge Baggia Travel & Tours/A&A Travel & Tours from any and all actions, causes of action, claims and demands for, upon, or by reason of any damage, loss or injury, to me and my property which may be sustained in consequence of the losses and expenses as aforementioned. I FURTHER AGREE TO INDEMNIFY and save harmless Baggia Travel & Tours/A&A Travel & Tours against and from any and all claims and demands, actions, and claims for contribution or indemnify, whether under any statute or otherwise, which may be made or brought against Baggia Travel & Tours/A&A Travel & Tours, including the costs of defence of such action and claim, as any such claims or demands relate to my Hajj Pilgrimage.

NAME: _____ PASSENGER SIGNATURE: _____