

Hajj Services Contract

Contract for the provision of services to a Pilgrim

For the year 1438 AH

On /..... /..... AH, corresponding to /..... /..... AD, this agreement was concluded between the following:

First: campaign, headquartered at

PO Box Tel.

herein represented by Mr.

in his capacity as ID No.

(hereinafter referred to as the first party)

Second: Mr. whose address is
..... PO Box Tel.

ID No.....

(hereinafter referred to as the second party)

Preamble

Whereas the first party possesses a license for providing Hajj services, issued by the Ministry of Endowments and Islamic Affairs, with the number; and whereas it has been authorized to run a Hajj campaign in the current year by virtue of the license No.; and whereas the second party desires to utilize the Hajj services provided by the first party, the two parties agreed on the following:

Article 1

The foregoing preamble is deemed part and parcel of this contract. Also deemed as such are the terms and specifications approved by the Department of Hajj and 'Umrah Affairs regarding the minimum services the campaigns are required to provide for the pilgrims of the state of Qatar in the current year, and which are attached hereto. Both parties confirm they have reviewed these terms and specifications and obtained a copy thereof, attached to this contract.

Article 2

The first party shall:

1. Transport the second party to the Kingdom of Saudi Arabia by **air** **land** and bring it back to the state of Qatar by the same means of transport. It shall also provide suitable means of transport inside the Kingdom of Saudi Arabia, taking the second party to (Mecca – Masha'ir – and Medina).
2. Notify the second party of the schedule of commuting between Masha'ir upon arrival in the Sacred Precincts.
3. Provide accommodation for the second party as per the terms and specifications referred to in Article 1, as a minimum.
4. Provide meals as per the specifications and schedule set by the Hajj and 'Umrah Affairs Department (attached hereto).
5. The stay in Medina shall not be less than such a period that enables the second party to perform six obligatory prayers. During that period, the first party shall provide accommodation, meals, and means of transport as specified in the appendix to this contract.

Article 3

The second party shall abide by the following:

1. The schedule set by the first party for all movements from and to Doha and inside the Kingdom of Saudi Arabia.
2. The times set for providing meals.
3. The instructions issued by the Qatari Hajj Mission.
4. The instructions issued by the competent authorities in the Kingdom of Saudi Arabia.
5. Wearing the wristband prepared by the first party and carrying official identification papers.

The second party shall bear the expenses in case of non-compliance with Articles (1, 2, 3, and 4) and shall have no right to claim the incurred financial costs from the first party.

Article 4

The second party shall pay an amount of Qatari riyals in return for the provision by the first party of the services that are the object of the contract, as follows:

.....

Article 5

The first party may not waive this contract or assign its implementation to a third party.

Article 6

The second party shall have the right to terminate this contract by a written notice to the first party, provided this occurs at least (15) days before the date of departure from Doha.

The rules of refunding the amount of the contract shall be as follows:

1. The entire value of the contract shall be refunded if the termination request is submitted (30) days or more before departure from Doha.
2. 50% of the value of the contract shall be refunded if the termination request is submitted (15) days or more before departure from Doha.
3. The entire value of the contract shall be deducted if the termination request is submitted (14) days or less before the departure.

The first party shall refund the amounts referred to in Clauses (1 and 2) of this article within a maximum of two days from the receipt of the written termination notice.

Article 7

The first party shall not be entitled to terminate the contract except in case of force majeure or due to an uncontrollable circumstance not attributable to an error by the first party or one of its affiliates or assistants, and provided the Hajj and 'Umrah Affairs Department of the Ministry of Endowments and Islamic Affairs approve the reason for termination. In case the license given to the first party to run the Hajj campaign is canceled or the Saudi authorities refuse to grant a Hajj visa to the second party, this shall be deemed a reason for terminating the contract. In any case, the first party shall refund the entire value of the contract to the second party.

Article 8

Refunding the value of the travel ticket, whether by air or by land, in all cases referred to in Articles (6 and 7) of this contract, shall be subject to the refund terms applied by airlines or land transportation companies.

Article 9

Matters not provided for in this contract shall be implemented according to the terms and specifications issued by the Hajj and 'Umrah Affairs Department concerning the minimum limit of services that should be provided to the

pilgrims of the state of Qatar in the current year, and also pursuant to all the obligations imposed by the nature and objective of this contract, as prescribed by the law or customarily applied.

Article 10

The first party shall be required to compensate the second party for all the damage stemming from breach of the contract, whether the damage is due to errors committed by the first party or by one of its affiliates or assistants or third parties it employs for the implementation of this contract. The first party and the wrongdoer shall be held jointly responsible.

Article 11

The courts in the state of Qatar shall be the competent authority to settle any dispute that may arise over the interpretation or implementation of this contract.

Article 12

This contract is made in three copies, whereof one copy is given to each party and the third copy shall remain with the Hajj and 'Umrah Affairs Department affiliated with the Ministry of Endowments and Islamic Affairs.

First Party

Second Party