

HAJJ TERMS AND CONDITIONS AGREEMENT

Please read carefully and understand the following Terms and Conditions before applying for your Hajj package with Metro Travel Services. All bookings made via Participating Websites or with Metro Travel Services directly or indirectly are made subject to these Terms and Conditions and the person making the booking will be deemed to have accepted these Terms and Conditions.

Reservation and Deposit Fees

- A deposit of \$4,500.00 per person is required at the time of more than 120 days prior to departure for booking to secure your reservation. Your booking is not confirmed until the deposit is received by Metro Travel Services and you receive written confirmation of your booking from Metro Travel Services.
- All deposits are non-refundable for changes of mind or cancellations by you (subject to your rights under the Australian Consumer Law). Payments:
 - Progress payment of 45% of full payments at time of more than 120 days prior to departure
 - Progress payment of 55% of full payments at time of more than 110 days prior to departure
 - Progress payment of 65% of full payments at time of more than 100 days prior to departure
 - Progress payment of 75% of full payments at time of more than 90 days prior to departure
 - Progress payment of 85% of full payments at time of more than 80 days prior to departure
 - Full payment required 70 days prior to departure
- Note: if any Customer makes a payment for Hajj reservation at the time of 120 days or less prior to departure, Customer must include any progress payments according to the above time schedule of progress payment.
- Any progress payment, it will be delayed more than 14 days from the due date, the booking will be cancelled automatically. This cancellation will be governed by the item of Cancellations (whether refund to client or the client pay to Metro Travel Services) which it has mentioned in the Terms and Conditions Agreement.
- Important notices and conditions for all Hajj packages:
 - Prices are based on travel from all Australian International Airport.
 - Any additional charges related to stopover as requested by the client to other destinations other than Saudi Arabia, will be borne and paid by the client.
 - Prices are based on airline fuel charge of Jan 2020. Clients are responsible for any major fuel surcharge.
 - No transfer/change from one package to another package will be allowed once you have booked your selected package.
 - Metro Travel Services has the right at any time during the Hajj season (before the arrival to Saudi Arabia) to change or replace any booking of a room or a hotel or airline, but must be matched or similar to the room or the hotel as mentioned on each Hajj package which is published on the website / Facebook page of Metro Travel Services and according to the Registration Form and the Terms and Condition Agreement which is completed and submitted by the client.

- You are solely responsible for ensuring that you hold all valid travel documents (passports, visas, etc.) and comply with the entry, exit, transit or other requirements of the countries you are travelling to. You may refuse entry into a country if you do not have the required or valid travel documents. Metro Travel Services and our reservation staff will not be liable in any way for any consequences arising out of your not having the required or valid travel documents including visas approval.
- All prices are subject to availability and can be withdrawn or varied without notice. The price is only guaranteed once paid for in full by you. Please note that prices quoted are subject to change. Price changes may occur by reason of matters outside our control which increase the cost of the product or service. Such factors include adverse currency fluctuations, fuel surcharges, taxes and airfare increases.
- Prices are based on the cost per ticket \$2,600.00/ client (Australia /Jeddah /Medina -Australia), any increase in price per ticket by airlines at the time of confirmation the ticket, will be borne and paid by the client.
- The earliest check in hotels at 04:00 PM. If the client request extra night in any hotel, In case of arriving early, according to the name of airlines and/or the availability of seats, this cost will be paid by the client.
- The latest check out hotels at 12:00 PM. If the client request extra night in any hotel, In case of departure lately, according to the name of airlines and/or the availability of seats, this cost will be paid by the client.
- In case the Hajj package period ends earlier and you still have one or two nights before your flight departure date from Saudi Arabia to Australia as per availability and the rules of airlines company then you must check Metro Travel Services -out of the Makkah Hotel on the date which had been advertised in website/Facebook and Metro Travel Services will book a room in a hotel in Jeddah for that extra one or two nights and the cost of such booking will be borne and paid by you/the client.
- The courier cost for sending and receiving the client's passport and documents to the Saudi embassy in Canberra will be borne and paid by you/client.
- In the case of computer or human billing error we reserve the right to re-invoice passengers with correct billing.

Luggage:

- Metro Travel Services is not responsible for any lost or stolen luggage or personal items for the durations of any of our Hajj packages. Metro Travel Services cannot pay any compensation for any lost or stolen luggage including personal items under any circumstances during Hajj trip. It is the customer's responsibility to take care of all personal and valuable items at all times. Metro Travel Services recommends customer purchase insurance to protect themselves should such a situation arise. Metro Travel Services is not responsible to transport or oversee the transportation of customer's luggage.
- You will usually be permitted a free checked baggage allowance and a free cabin baggage allowance, the limits of which may differ by airline, class and/or route. The amount of checked

baggage you are allowed depends on your class of travel/destination. Several leading carriers have now introduced additional charges for checked baggage on either a piece or weight basis. Please ask the airline for more specific information as these rules vary from time to time.

Insurance:

It is your responsibility to arrange holiday insurance that is suitable for your needs, before you travel. It is also your responsibility to take your insurance policy documentation with you when travelling. We highly recommend that you purchase a comprehensive travel insurance as soon as you have paid the deposit. It is your responsibility to ensure that the travel insurance is valid for the length and the destinations of your Hajj trip. Any person over the age of 30 years advised to provide his/her travel insurance before traveling.

DOCUMENTS REQUIRED:

In order to make your Hajj application please ensure the following items have been submitted:

- Valid Australian passport for at least six months with 4 empty pages.
- Four passport size photos (white background).
- Saudi Arabia Visa Application for Each Person (Filled & Signed).
- In case of NON Australian passport, the applicant must provide a copy of Visa Entitlement Verification Online (VEVO), to approve that the applicant has a Residents in Australia at least for 2 years.
- Original certificate of Vaccination for Meningitis (ACYW 135) and Seasonal Flu vaccine.
- Certificate of Introduction from Mosque or Islamic Organization..
- A copy of Marriage Certificate for husband & wife (must be duly certified by Police only).
- Females of age under 45 must be traveling with a Mahram and must have a proof of relation (must be duly certified by Police only).
- Copy of Birth Certificates for Brothers/Sisters traveling identifying relationship as per parents' names (must be duly certified by Police only).
- A copy of Birth Certificate for children or infants who accompanies their parents (must be duly certified by Police).
- Females of age above 45 can be traveling without a Mahram but she must perform umrah or hajj with a group.
- A Mehram must be a minimum 15 years of age.
- Any supporting documents required by the Saudi Embassy must be duly certified by Police.
- Prepaid self-addressed Courier Bag or Australian Express post Platinum envelope (Maximum Weight of no less than 500g, Maximum Thickness 20mm) for us to return your Passport and other documents in relation to your travel. Alternative arrangements of returning your documents can be made at your own expense.
- If requested by relevant authorities to use air-courier for passport and Umrah documents to obtain Umrah visa between Melbourne and Canberra and between Canberra and Melbourne (2 way), the cost of the air-courier will be borne and paid by the client which is AU\$165.00

INFANT AND CHILD POLICY:

- Children 8 years and over will be considered as an adult, and he/she will be charged full amount of Package cost.
- Children under 8 years and above 2 years will subtract 15% from the Hajj Package price and also the price may be amended according to the rules of Hotel and Airlines.
- For children under 2 years will subtract 25% from the Hajj Package price and also the price may be amended according to the rules of Hotel and Airlines.

Processing of Application:

- All documents are thoroughly checked by Metro Travel Services, to ensure that all the requirements are complied with. We will forward and hand deliver to the Embassy of Saudi Arabia in Canberra for assessment and processing of visa.
- Processing normally starts One (1) month prior to departure date, unless otherwise advised by the Embassy for another time processing. We are responsible for the submitting of your visa application.
- Metro Travel Services will follow-up with the Embassy on your behalf.
- In the event of any or further documentation be needed in the course of visa processing, Metro Travel Services will advise you accordingly.
- As Metro Travel Services has a large volume of pilgrims and documents to process, please assist and cooperate with us by keeping your contact to URGENT MATTERS ONLY until processing is completed and documents are returned to you accordingly.

Conditions of Tickets by Airlines:

- Tickets are issued 30 days prior to departure.
- Prices are based on the cost per ticket \$2,600.00/ client (Australia Jeddah-Medina/ Australia), any increase in price per ticket by airlines at the time of confirmation of the ticket, will bear and paid by the client.
- Name correction will incur AU\$550 fee.
- Date change by revalidation after ticketing AU\$550 fee.
- Ticket reissue fee AU\$550.
- Clients who no-show for a flight will be considered as cancelling after departure and NIL refund will apply.
- Seats are subject to availability at time of booking. No guarantee on confirmation of seats at group fare level on high demand flights. We have no control over the airlines' allocation of seats and so, if you have particular seat requests, you should check-in at the airport as early as possible. We cannot guarantee that these requests will be met.

PASSPORTS & VISAS

- It is your responsibility to review, check and make sure that the information's and to have in your possession all the required documentation and identification required for entry, departure and travel to each country or region. This includes a valid passport and all travel documents required by the

relevant governmental authorities including all visas, permits and certificates (including but not limited to vaccination or medical certificates) and insurance policies.

- It is your responsibility to fulfil the passport, visa details and other immigration requirements applicable to your itinerary and airline tickets details.
- The name provided by you for your travel airline tickets must be the same as that in your passport. It is your responsibility to check your name and ensure that you have all the documentation you need for your journey. Visas are obtained from the issuing authority in Australia and you should confirm these with the relevant High Commissions, embassies and/or consulates. Visa requirements vary by both country you are travelling to and the current citizenship you hold so please ensure you check well in advance of your travel dates to allow sufficient processing time as required by the embassy. Either airline staff or immigration authorities may not allow you to pass through customs and board your flight without the appropriate visa and some countries will not allow you to enter without proof of a return or onward electronic or paper ticket. Airline check in staff at your point of origin may deny boarding you. We do not accept any responsibility in the case you being unable to travel due to not complying with such requirements. Therefore, you accept full responsibility for obtaining all such documents, visas and permits prior to the start of the trip, and you are solely responsible for the full amount of costs incurred as a result of missing or defective documentation. You agree that you are responsible for the full amount of any loss or expense incurred by the Metro Travel Services that is a direct result of your failure to secure or be in possession of proper travel documentation. Metro Travel Services does not provide advice on travel documents and makes no representations or warranties as to the accuracy or completeness of any information provided on visas, vaccinations, climate, clothing, baggage, or special equipment and you agree that the Tour Operator is not responsible for any errors or omissions in this information. If your trip is cancelled due to you not comply with visa details, rules and conditions, Metro Travel Services will not be liable for any costs, damages, or refunds of any kind for any loss, delay, inconvenience, disappointment, or expense whatsoever in such circumstances.

BOOKING ON BEHALF OF OTHERS

- By booking on behalf of other participants, you are deemed to be the designated contact person for every participant included on that booking. This means that you are responsible for making all payments due in connection with your trip booking, notifying the Metro Travel Services if any changes or cancellations are required and keeping your party informed.

Your behaviour

- It is your responsibility to ensure that you and the members of your group do not behave in a way which is inappropriate or causes danger, distress, offence or damage to others or which risks damage to property belonging to others (including but not limited to drunkenness and air rage) whilst on your trip.
- If, in our reasonable opinion or that of our Suppliers, your behaviour is inappropriate and causes danger, distress, offence, or damage to others, or risks damage to property belonging to others, we and/or our Suppliers (e.g. hotel managers, airline pilots) may take appropriate action in order to ensure

the safety and comfort of our customers and their property and that of our Suppliers, including terminating your trip, in which case our and our Supplier's responsibility to you will cease immediately and you will not be eligible for any refunds, payments of compensation and/or any reimbursement of any cost or expenses you may incur as a result of such termination. Further, you will be liable to reimburse us for any expenses we incur necessarily as a result of such termination.

Terms and Conditions

- We may amend these terms and conditions at any time without prior notice. If we do amend these terms and conditions, the amended terms will be effective when posted on this website or Facebook page and you are deemed to have accepted the relevant changes.
- When you book with Metro Travel Services the Terms and Conditions become part of your booking.
- By accessing, browsing or making a reservation through this website or e-mail or Facebook page, you expressly accept these Terms and Conditions, and intend to be legally bound by you. To the extent any travel products and/or services are booked through your Agent or Metro Travel Services, you agree that these Terms and Conditions apply to all transactions. Please read these Terms and Conditions carefully. If you do not accept all of these Terms and Conditions, please do not use the website or make any reservations through Metro Travel Services.

Exclusion of Liability and Indemnity:

- The responsibility of Metro Travel Services as the tour operator or their agents is limited.
- Before booking your Hajj package, you should read this Agreement and any additional terms and conditions carefully and ensure that you understand ALL of the Terms and Conditions.
- Metro Travel Services reserves the right at any time, in its sole discretion, to amend, modify, or alter the arrangements as needed.
- Metro Travel Services website, terms and condition agreement, registration form and the contents of Hajj packages as described on the website without notice by posting the amended terms and condition agreement, registration form and Hajj packages. The amended of terms and condition agreement, registration form and Hajj packages shall be effective from and after the date that they are posted on the website/facebook page. Therefore, each time you access the website, you need to review these terms and condition agreement, registration form and the contents of the Hajj packages periodically.
- Metro Travel Services website or the services will mean that you accept unconditionally any amendments made to the terms and condition agreement, registration form and the contents of the packages.
- Metro Travel Services and its related companies have various subsidiaries, branches and offices throughout all Australian states and territories. The subsidiaries, branches and offices only provide an internal supporting role to and for the benefit of Metro Travel Services. These subsidiaries, branches and offices (as well as any other affiliated companies) do not have any power or authority to render the service, to represent
- Metro Travel Services or to enter into any contract in the name of, for or on behalf of Metro Travel Services.

- Hajj travel procedures and requirements may change at any time with or without notice by the Saudi Government. The Customer must comply in full faith with all such new requirements, regulations, laws and rules. If the Customer fails to make full disclosure of such new requirements, regulations, laws and rules, in this case the Customer bears the full cost of Hajj package and ticket cancellation fees. Metro Travel Services visa service allows applying on your behalf for Hajj visas to relevant Embassy or Consulate of Saudi Arabia.
- Metro Travel Services is unable to guarantee to obtain Hajj visas and consequently,
- Metro Travel Services accepts no liability whatsoever for not obtaining a Hajj visa with or without reasons.
- Metro Travel Services reserves the right to claim any associated costs incurred as a result of not obtaining Hajj visa. In this case, the Customer bears the full cost of Hajj package and ticket cancellation fees.
- Metro Travel Services is also not liable for any delay, misplacement or loss of passport during processing and obtaining Hajj visa from the relevant Embassy or Consulate of Saudi Arabia and All bookings made on this.
- Metro Travel Services website are subject to the relevant supplier's/tour operator's booking conditions in addition to these
- Metro Travel Services Term and Conditions Agreement.
- Metro Travel Services makes no representations or warranties of any kind with respect to flights for Hajj packages including not enough time to perform 40 Salaat in Madinah. All hotel star rating is according to Saudi Arabian standard. Due to circumstances beyond the control of Metro Travel Services may also need to cancel or modify events that appear on the itinerary. There may be other circumstances in which hotel changes become advisable or necessary. Therefore, no liabilities apply to us.
- Metro Travel Services also reserves the right to substitute any of the hotels. During the Hajj journey the unexpected is often the norm. Despite very careful planning and organization the Hajj journey can never be taken for granted, like a normal holiday expected in the Australia. The Pilgrim wishes it to be pleasant for a once in a lifetime experience, however the vast number of people from across the globe with a varied lifestyle may have an impact on your pilgrim, unfortunately the company cannot be held responsible for this experience. It is noteworthy that all pilgrims must wear Ihram and is obligatory to be worn on Miqat or to the point confronting Miqat. It is not permissible to step forward towards Makkah without Ihram beyond Miqat or the point confronting Miqat. If anyone does so, he will be under obligation to offer Dam / Sacrifice.
- The provision of the service offered by the company is in good faith and best endeavours to meet your standard, however,
- Metro Travel Services, our agents, travel partner or their sub agents cannot be held responsible for any shortcomings outside the company's control against your expectations of the pilgrimage. No express or implied, is made by us or by any person as to its accuracy, completeness or fairness and it should not be relied on as such. Any opinions and estimates expressed reflect our judgment at this

date and are subject to change without notice.

- Metro Travel Services acts only as an agent for clients in making arrangement of services for airlines, hotels, transportations or any other services in connection with this tour and assumes no liability or responsibility whatsoever for mismanagement from any one of the administration, management or employee/staff who provide any of these services.
 - Metro Travel Services will not be liable to the client for any claims against non-fulfillment, unsatisfactory or non-performance of services and products purchased on the client's behalf by the company from third parties such as (but not limited to) airlines, hotels, tour operators, car hire companies.
 - Metro Travel Services makes every effort to ensure that all the arrangements and services connected with a client's tour will be carried out as specified in the most efficient and effective way possible.
 - Metro Travel Services will assist the client during his/her tour to solve any issue or complaint between him/her and third parties such as (but not limited to) airlines, hotels, tour operators, car hire companies.
- However;
- Metro Travel Services does not have direct control over the provision of services by suppliers and, whilst they are in all cases selected with the utmost care,
 - Metro Travel Services does not accept liability for the errors and omissions of such suppliers. In the KSA, the Saudi government has the sole responsibility for the movement of pilgrims between Jeddah, Makkah, Mina, Arafat, Muzdalifah, Madinah or any other point of pilgrimage in the KSA. Our Local Agent has no control whatsoever over the transportation, this includes and not limited to, timing, quality of the transport, duration of the journey, facilities for the transport. Our local agent will assist where possible, but this element of the pilgrimage is outside of our control and cannot be held responsible in any shape or form.
 - The Ministry of Hajj and others related authorised government bodies in KSA are solely responsible of moving all Hajj Groups from Jeddah to Makkah and to Madinah by supplying our Hajj group's buses along with the group's related passports. There may be a change in this itinerary schedule procedure of Hajj trip by one or two days (earlier or later), due to change of Islamic Hijri calendar dates by Saudi Arabia or/and due to the delays of supplying such buses or/and passports. In both cases of earlier or later departure from Makkah or Madinah, there will be no refund of any cost paid by the client. In case of delay,
 - Metro Travel Services will make an arrangement for the extra days stay in the same or another hotel in Madinah and the additional cost of such day(s) will be borne and paid by the client. At the same time, the period of stay in Makkah or Madinah will be reduced and there will be no refund to the client as the accommodation cost has already been paid and there is no refund to
 - Metro Travel Services as per hotel booking rules in Saudi Arabia.
 - Metro Travel Services cannot control and also will not have any responsibility for such delays and the client cannot claim or demand any refund and the client admitted and confirmed that he/she is not allowed to take any kind of legal action against
 - Metro Travel Services under such circumstances.

- The KSA has the sole responsibility of Tents in Mina & Arafat; our local agent will assist where possible;
- Metro Travel Services cannot be held responsible for the quality or services at these points in the pilgrimage. Specialized Mina and Arafat services are based on Saudi Authority's approval.
- Metro Travel Services is an international organisation, while any Hajj Group arrives to Saudi Arabia without any further notice by
 - Metro Travel Services, the administration staff of
 - Metro Travel Services in Saudi Arabia can be changed any Hajj Group name which had been advertising in Australian website to another or different name of Hajj Group. As a result, if any Hajj Group name from Australia cannot reach the full capacity of 48 persons per bus, therefore such group name will be join with any other international hajj groups of
 - Metro Travel Services with same or different name of Hajj Group but must be with same package itinerary as the original Hajj Group name which is advertised in Australian website. The client confirmed that he/she cannot object or claim any payment for such issue and also he/she cannot take any legal action against
 - Metro Travel Services.
 - The Hajj Group Leader or Imam assigned to any Hajj Group are all Australians but may be will have someone of a different nationality than Australian.
 - The director and administration staff of Metro Travel Services in Australia is not necessary to be present for a part or whole duration of the Hajj tour from the date of departure in Australia until the date of return back to Australia. For any inquiries during the tour, the client must contact his Hajj Group Leader or Imam only.
 - You agree to release and forever discharge
 - Metro Travel Services from any and all actions causes of action, claims and demands for, upon, or by reason of any damage, loss or injury, to you and your property which may be sustained in consequence of the losses and expenses as aforementioned.
 - Metro Travel Services or any of their agents do not accept any responsibility or liability for your acts, omissions, defaults, conduct, and state of health, condition or circumstances.
 - Metro Travel Services acts only as agent for clients in making arrangements for airlines, hotels, buses or any other services in connection with this tour and assumes no liability whatsoever for: injury, damage, loss, accident, delay or irregularity which may occasionally occur either by reason of defect through the acts or defaults of any company or person engaged in conveying clients or in carrying out the arrangements of the tour, or dangerous incidents in the air, sea, fire, breakdown in machinery or equipment, acts of governments or other authorities, war whether declared or not, hostilities, civil disturbances, strikes, riots, theft, epidemics, quarantines, medical or customs regulations, or from any causes beyond
 - Metro Travel Services control, or from any loss or damage resulting from improper passports, visas or other documents.

- Metro Travel Services will accept no responsibility for the loss or additional expenses to delays or changes in schedule or other causes.
- Metro Travel Services shall not be liable or responsible for any inconvenience, loss, damage or injury arising in connection with such services. Facilities described in
- Metro Travel Services brochures and/or other marketing material may be withdrawn for reasons beyond Metro Travel Services control.
- Metro Travel Services will have no responsibility to you or any other party, financial or otherwise, in such cases.
- Metro Travel Services will not be responsible for failure to follow instructions, including but not limited to check-in and check - out times and delay, loss of luggage or personal belongings (Medicine). In the event of delay, it is the responsibility of the airlines to determine exactly what procedure will be followed. The policy chosen by that carrier shall be based on its procedures. The policy chosen by that carrier shall be based on their procedure and shall not be the responsibility of Metro Travel Services and its affiliates.
- Metro Travel Services and its affiliates will not be responsible for any person(s) missing any part of the program due to his/her negligence or delay or absenteeism for any time during the tour and will not be responsible for any additional expenses for the participant to re-join the tour.
- All or any such losses and expenses as aforementioned will be borne by you and will be your sole responsibility to the complete exclusion of Metro Travel Services.
- You further agree to indemnify and save harmless Metro Travel Services 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 Metro Travel Services, including the costs of defence of such action and claim, as any such claims or demands relate to your Hajj Pilgrimage.
- In case you/the client fail(s) to pay any outstanding payments to Metro Travel Services then he/she will be liable to face court proceedings in Melbourne, Victoria and all the expenses incurred in such recovery of dues including legal fees, lawyers' fees, barristers' fees and Metro Travel Services staff's fees (Hourly Rates) who will be involved in such case will be borne by you/the client, and you/client confirms and agrees to pay such costs and fees.
- Moreover, no upgrades in the program chosen will be the honoured after departure as well as no refund will be given for any services rendered and not utilised.
- Metro Travel Services will not take any responsibility for ensuring successful booking if these documents are not so received, or are inaccurate, nor will it refund any monies paid in respect of your booking(s).
- You are responsible to maintain acceptable standards of behaviour at all times. You must not behave in any way, which causes or may cause distress, injury or annoyance to others, or give rise or may give rise to the risk of damage to property. If you do behave in any such way, you are likely to be evicted from your hotel. In case of such eviction, the evicting authority's decision will be final, and Metro Travel Services will have no liability to you, and will not refund to me any portion of the cost of

your package, nor will Metro Travel Services make alternative arrangements for you.

- Metro Travel Services reserves the right not to accept customers or bookings (or in exceptional cases to cancel confirmed ones) at our discretion and for whatever (legal) reason without the need to justify such refusal. Typical reasons for rejecting a customer or booking include, but are not limited to: Accommodation request, breach of the Terms and Condition Agreement, force major events, trade or economic sanctions, embargoes, legal restrictions, (suspicions of) fraud or theft, suspected criminal activity, suspicious bookings, submission by customer of misleading or erroneous information, credit card problems, inappropriate behaviour, threats, insults, violence, refusal to supply information, practical obstacles, communication problems. In case a booking is rejected or cancelled by Metro Travel Services and a payment has already been made, you will not receive a refund of the total booking value.
- You are responsible, upon receiving any documentation relating to your booking(s), including but not limited to, flight ticket(s), hotel booking confirmation and transportation confirmation, to ensure that the documents are accurate, and do not contain any errors or omissions. Any errors or omissions must be reported to Metro Travel Services immediately for rectification. Metro Travel Services will assume no responsibility for errors or omissions, which are not so reported, nor for any consequences, which flow therefrom.
- You agree to defend, indemnify, and hold Metro Travel Services, its officers, directors, employees, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of these terms and conditions.
- A person who is not a party to these terms and conditions shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these booking terms and conditions. This paragraph does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- In case you or anyone in Hajj group intend to submit any kind of complaints against Metro Travel Services to the Ministry of Hajj or to a court in Saudi Arabia, Metro Travel Services shall be appointing law companies in both Saudi Arabia and Australia to defend such complaints. Furthermore, in case Metro Travel Services does not receive any charges from the Ministry of Hajj/Court, you or any person in Hajj group agree and confirm to pay to Metro Travel Services all the fees and costs of both law companies in Saudi Arabia and Australia including any associated costs (such as wages, airline tickets, hotel accommodation... etc.) which may occur as a result of defending such complaints.
- Australian law prohibits the carrying of any foodstuffs when transiting in and out of the Australia. It is your responsibility to ensure that you observe this restriction.
- Metro Travel Services will not bear any responsibility for your failure to do so.

Consumer Law

To the extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied or conferred by statute, custom or the general law that impose any liability or obligation on Metro Travel Services are excluded under these Terms and Conditions.

Nothing contained in these Terms and Conditions excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law or under any international consumer protection legislation.

Metro Travel Services and their respective employees, affiliates, officer's directors, successors, representative and assignees are not liable and will not assume responsibility for any claims, losses, damages, costs or expenses arising out of inconvenience, loss of enjoyment, upset, disappointment, distress or frustration, whether physical or mental, resulting from the act or omission of any party.

This Agreement shall be governed by and construed in accordance with the law in effect in Victoria and the parties here to accept the jurisdiction of the courts of Victoria in relation to any dispute between them. Nothing in these Terms and Conditions is intended to exclude, restrict or modify any statutory obligation of the Agent implied by the Regulation, the Sale of Goods Act, 1896 or any State legislation if that cannot be lawfully excluded.

If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable then it will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible, it will be severed from these Terms and Conditions and the remaining provisions of these Terms and Conditions will continue to have full force and effect.

ACKNOWLEDGEMENT

- You hereby acknowledge that you have read, understand, and agree these terms and conditions within carefully before signing it and the paid deposit constitutes agreement to those terms and conditions.
- By embarking and proceeding, you undersigned, agree on the behalf of yourself, your group or your family on the terms and conditions of Metro Travel Services, Saudi Embassy, and Ministry of Hajj in Saudi Arabia & Kingdom of Saudi Arabia's rules & regulations.
- By signing Metro Travel Services Hajj Application form for the year 2020/1441H you (the undersigned) wilfully agree to the above terms and conditions of liability and you also fully understand the package which you are purchasing.