



THE WORLD
FEDERATION
OF KHOJA SHIA ITHNA-ASHERI MUSLIM COMMUNITIES



Terms and Conditions

KHOJA HERITAGE TOUR 2025

Prepared by: Khoja Heritage Team
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TERMS AND CONDITIONS

These are the Terms and Conditions for The World Federation of KSIMC (TWF)'s Khoja Heritage Tour (KHT). TWF is the facilitator and organiser for this tour. All participants must comply with TWF's terms and conditions outlined herein, in order to participate. The KHT dates are January 18, 2025, to January 31, 2025 (inclusive), and will include the following locations: Mumbai, Bhuj, Kera, Mandvi, Jamnagar, Bhavnagar, and Ahmedabad (the cities visited may change, subject to participant preferences). The KHT is limited to 32 Participants.

- **Risk Statement and Limitation of Liability**

TWF shall not be liable for any injury, illness or death of any person resulting from the participant's negligence. TWF shall also not be liable for any loss or damage to property or any indirect or consequential loss however arising. This includes, but is not limited to: damage to, or loss of, property; injury to, or death of, any participant caused directly or indirectly by an act or omission of the participant or any other provider (including but not limited to any defect in any aircraft, watercraft or vehicle operated or provided by such other provider); any loss or damage due to delay, cancellation, or disruption in any manner caused by the laws, regulations, acts or failures to act, demands, orders or interpositions of any government or any subdivision or agent thereof, or by acts of God, strikes, fire, flood, war, rebellion, terrorism, epidemics, theft, or any other cause(s) beyond our control.

TWF reserves the right to decline a Participant's booking if it feels that it cannot reasonably accommodate the needs or requirements of a Participant.

- **Payment of Fees**

Registration for the tour is confirmed (if the conditions of participation are met) on receipt of tour fees ("the fees"), which can be paid until 18th October 2024 to avail the early bird offer i.e., US\$ 1,199 or GBP 899, after which the tour cost will be US\$ 1,399 or GBP 1,049. Final date of payment will be: 31st October 2024.

- **Conditions of Participation**

To take part in this tour participants must:

1. Be a member of a registered Khoja Ishna-Asheri Jamaat.
2. Be 18 years of at the time the booking is made to be able to travel independently.
 - a. Where the Participant is under the age of 18 ("Child") at the time of booking, they must be accompanied by at least one parent. The parent must complete a booking form and agree to the Terms and Conditions on behalf of themselves and a second, separate booking form agreeing to the Terms and Conditions for the Child.
 - b. Participants who will be over the age of 65 at the time of the tour should be accompanied by a travel partner who is between the age of 18 and 65 (inclusive) at the time of booking. The travel partner must register separately and complete a booking form, agreeing to the Terms and Conditions.
3. Complete and submit the tour application form, together with the applicable fees. Once the Participant's registration has been confirmed by TWF, the Participant may not cancel except in accordance with the terms and conditions outlined herein.
4. Ensure they are medically and physically able to travel. Participants must advise TWF at the time of booking if the Participant has any pre-existing medical conditions or knows of any medical or mental health reason why they may not be able to safely participate in any aspect of the KHT. It is the Participant's responsibility to carry all necessary medications to handle any

emergency situation based on their medical conditions. For purposes of the KHT and these terms and conditions, pregnancy is considered a medical condition and must be disclosed to the TWF at the time of booking. If the Participant does not disclose any medical conditions, TWF has the right to cancel the Participant's booking and all applicable cancellation fees will apply.

5. Advise TWF at the time of booking of any physical, medical or other special needs that require accommodating. TWF will make reasonable modifications to its policies, practices and procedures where necessary unless doing so will fundamentally alter the nature of the services provided, or TWF cannot reasonably or safely accommodate such needs. In this instance, TWF reserves the right to cancel the booking per the cancellation policy herein.
6. Have two (2) Covid-19 vaccinations as required by the law of the land.
7. Check for any other travel vaccination requirements for India within eight (8) weeks of travel and obtain such vaccines if required. Participants should travel with proof of vaccinations, if relevant.
8. Have a valid passport for the duration of the KHT and for six (6) months thereafter.
9. Apply for, and obtain, any relevant visas or any other travel documentation, at their own expense.
10. Obtain adequate travel insurance which must cover emergency search and rescue and medical expenses. We also advise participants to ensure that their travel insurance covers the cost of any cancellations and assistance, including emergency repatriation in the event of illness or death. TWF will not be responsible for these costs. Participant will be required to share insurance documents with TWF per the timeframe outlined below.

● **Participant's Responsibilities**

1. Participant should consult their GP for anti-malaria and other relevant travel vaccines.
2. Participant must submit a scanned copy of their passport and proof of two (2) doses of the Covid-19 vaccination along with the registration form.
3. Travel with any medications required for existing health conditions.
4. Submit their travel insurance policy to TWF at least seven (7) days prior to commencement of the KHT. The Participant is solely responsible for ensuring that the travel insurance policy they obtain is comprehensive and inclusive of their needs and potential eventualities.
5. In case of refused passage and/or entry/exit to or from any of the countries, any additional costs incurred will be the Participant's responsibility.
6. If a Participant does anything to void their insurance policy, including not declaring any pre-existing medical condition(s), they are fully responsible for paying any and all associated costs including travel and accommodation to and from the departure/arrival point in India
7. Participants must observe modest clothing as prescribed by the Shariah during the tour including proper hijab for ladies and proper dress code for men.
8. Should the Participant have to withdraw from the tour at any time, they will need to inform TWF by email. No refunds will be provided as most bookings are non-refundable. See Cancellation Policy below.
9. Baggage and personal effects are at the owner's risk throughout the tour. Luggage weight restrictions will be provided in your itinerary.
10. While utmost care will be taken to choose the best of accommodation as per the package cost, participants are expected to stay at the chosen accommodation and not request upgrades.

● **Conditions of Participant Conduct**

Participant will cooperate with TWF and other participants in an appropriate, decent, lawful, and non-aggressive manner, and in a way that adheres to Islamic principles, including observing Shariah-compliant modest dress code. If the participant is not conducting themselves in such appropriate manner, TWF reserves the right to remove the participant from the tour without a refund or compensation.

- **General Information**

1. The cost of tour includes only the ground package (internal travel, meals and hotel accommodation on a twin sharing basis). The remaining needs to be borne by the Participants themselves (including but not limited to: visas, international airfare, travel insurance, RTPCR tests and any personal expenses).
2. TWF has the right to subcontract any of its services to any third-party service providers at its sole discretion.
3. The KHT is limited to 32 Participants. The Participant understands that, in the event that the KHT is oversubscribed beyond this number, it can refuse and will refund in full, any Participants in order of their application submission (ie. The KHT selection process is on a first come, first served basis).
4. The Participant understands that the KHT will be conducted primarily in the English language.
5. The Participant understands and accepts that itineraries, schedules, and accommodations may change, and other alterations may occur which are beyond the control of TWF or any supporting service provider.
6. TWF reserves the right to increase the price of travel arrangements to allow for reasonable variations in transportation and accommodation costs.
7. TWF may, at its sole discretion, change routes or withdraw places on the tour itinerary.
8. Should the event be cancelled due to government restrictions or any other reason, TWF will communicate this to the Participant and explore options available.
9. TWF will assist with promoting the activity.
10. TWF may use photos of participants or correspondence for media purposes having sought express approval from participants.
11. The participant understands and accepts that neither TWF nor the participant will be able to claim Gift Aid for travel and accommodation costs incurred by either parties.

- **Cancellation Policy**

Withdrawal or Cancellation by the Participant:

Following payment of the fees, if at any time before or during the tour the Participant chooses to withdraw or cancel your participation in the KHT, the following cancellation terms apply:

- Intention to withdraw or cancel must be made in writing;
- A cancellation of 100% of the fees will apply. There will be no refunds or credits issued, under any circumstance. The participant might be able to make a claim through their travel insurance provider depending on unavoidable or extraordinary circumstances that affect them, such as an illness or injury.

Cancellation by TWF:

- In the event of unavoidable and extraordinary circumstances, TWF reserves the right to cancel the Participant's booking or the KHT. Unavoidable and extraordinary circumstances means a situation beyond TWF's control, the consequences of which could not have been

avoided even if all reasonable measures had been taken. If TWF has to cancel the booking or the tour for this reason, TWF will offer the participant either a refund of all monies paid, or a credit for a future KHT.

- TWF also has the right to remove a Participant from the KHT without issuing a refund if any of the terms and conditions listed herein are violated by the Participant

- **Data Protection**

Any personal information requested by TWF is held on paper and digitally. Any personal information you send to TWF will be processed in accordance with the Data Protection Act 2018 and the General Data Protection Regulations 2018.

- **Governing Law and Jurisdiction**

Any contract between the participant and TWF shall be governed in all respects by English Law. Only English Courts shall have jurisdiction in relation to any claim or dispute arising out of or connected with this and any related contract.