

# TERMS & CONDITIONS

PLEASE READ CAREFULLY

The terms “we”, “us”, “our”, “Imaan Tours” and “Imaan Tours LLC” refer to Imaan Tours LLC, a California limited liability company, its subsidiaries and affiliates. The terms “you” or “your” refer to the customer booking a reservation with us directly, through our website, or via our customer service representatives. The term “Agreement” or “Terms & Conditions” refers to all the terms, conditions, and notices set forth herein.

By booking any travel products or services, or accessing or using our website, promotional materials, or services in any manner, you agree to be bound by this Agreement. If you do not accept these Terms & Conditions, please do not make bookings with Imaan Tours.

Imaan Tours reserves the right at any time, in its sole discretion, to change or otherwise modify this Agreement without prior notice. Your continued use of our services signifies acceptance of the updated or modified Agreement.

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## 1. Our Services

Imaan Tours is a registered Seller of Travel in California (CST Registration Number: 2166585-40).

We act only as a booking agent on your behalf for services provided by third parties such as airlines, hotels, ground transportation, and tour operators (“Service Providers”). Your travel bookings form contracts directly with these Service Providers, who operate under their own terms and conditions, which may limit or exclude liability.

We make reasonable efforts to ensure the accuracy of information provided to us by Service Providers, but we are not liable for inaccuracies, schedule changes, or availability. Prices are subject to change due to factors including but not limited to taxes, fuel surcharges, foreign exchange fluctuations, or Service Provider policies. You consent to such price changes and authorize us to adjust charges accordingly.

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## 2. Travel Documents

You are solely responsible for obtaining valid passports, vaccination certificates, and any other required travel documents. Imaan Tours is not responsible for denial of entry or boarding due to missing or invalid documents.

For Hajj and Umrah, all requirements are set by the Kingdom of Saudi Arabia. Visa approvals, fees, and regulations (including limits on repeat Hajj visas) are determined exclusively by the Saudi Ministry of Hajj and Umrah. We are not responsible for denial of visas due to government policies or traveler ineligibility.

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### **3. Payments & Deposits**

A deposit is required at the time of booking to confirm your reservation. Final payment deadlines will be communicated to you in writing. Reservations are subject to cancellation if full payment is not received by the due date.

Payments may be made by check or bank transfer. By providing payment, you authorize Imaan Tours to process charges as outlined in your invoice. Airline tickets and certain services are non-refundable once issued.

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### **4. Cancellations & Refunds**

All cancellation requests must be submitted in writing. Because we incur costs upon booking, the following cancellation fees and refund policy applies:

- 90+ days prior to departure: 100% refund available (except for Deposit)
- 60–89 days prior to departure: \$500 per person cancellation fee (partial refund).
- Less than 60 days prior to departure: 100% of package price non-refundable.

Airline tickets, visa fees, and Service Provider fees may be entirely non-refundable, regardless of cancellation date.

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### **5. Travel Insurance**

We strongly recommend purchasing comprehensive travel insurance covering medical expenses, trip cancellation, baggage loss, and other risks. If you decline insurance, you assume full responsibility for all financial losses associated with travel interruptions or emergencies.

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## **6. Health & Fitness**

Our tours may involve strenuous activity, heat exposure, and environments not compliant with the Americans with Disabilities Act. By booking, you certify that you are physically and mentally fit to participate. Travelers requiring special assistance must travel with a qualified companion. We reserve the right to refuse service to anyone deemed unfit for participation.

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## **7. Limitation of Liability**

Imaan Tours is not responsible for:

- Acts or omissions of Service Providers, government agencies, or consulates.
- Delays, cancellations, overbookings, force majeure events, or political unrest.
- Missed flights, lost documents, or personal preferences regarding religious rituals.

Our liability shall never exceed the amount paid to Imaan Tours for the specific service giving rise to the claim, or \$100, whichever is greater.

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## **8. Governing Law & Dispute Resolution**

This Agreement shall be governed by the laws of the State of California.

Any dispute arising out of or relating to this Agreement shall first be subject to good faith negotiation. If unresolved, disputes shall be submitted to binding arbitration in Contra Costa County, California, administered by the American Arbitration Association (AAA).

You waive the right to a jury trial or class action.

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## **9. Use of Likeness**

By participating in an Imaan Tours program, you grant us permission to use your image, voice, or likeness in promotional materials without compensation.

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## 10. Miscellaneous

- If any part of this Agreement is found invalid, the remainder shall continue in effect.
  - Headings are for reference only and do not limit interpretation.
  - This Agreement constitutes the entire understanding between you and Imaan Tours and supersedes all prior agreements.
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### Required California Seller of Travel Notice:

Imaan Tours LLC is a registered Seller of Travel in California. CST Registration Number: 2166585-40. Registration as a seller of travel does not constitute approval by the State of California.