



**Agreement**

**The Transport of Hajj Traffic from/to  
The Kingdom of Thailand  
And The Kingdom of Saudi Arabia**

**Between**

**Saudi Arabian Airlines**

**And**

**Hajj Affairs Promotion Committee of Thailand**

**For**

**Hajj Season 1440H/2019G**

*Nasser Al-Fozan*

*Chakras*

*[Signature]*

*[Signature]*

THA



This agreement is made on 16<sup>th</sup> MAY 2019G by and between

Hajj Affairs Promotion Committee of Thailand, a government body of the government of The Kingdom of Thailand under the Ministry of Interior, (hereinafter referred to as "The first Party").

And

Saudi Arabian Airlines, a registered airline company having its head quarter office registered at Khalidiyah, Jeddah City in the Kingdom of Saudi Arabia, P.O. BOX 620, Jeddah 21231, (hereinafter referred to as "The second party" or "SV")

To transport Hajj Traffic from/to The Kingdom of Thailand and the Kingdom of Saudi Arabia. The Terms of this Agreement shall be valid for the duration of Hajj season of 1440H (2019G). It is witnessed and is hereby agreed as follows:-

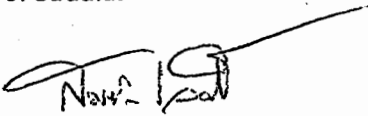

#### 1. APPOINTMENT OF SV

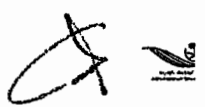
Hajj Affairs Promotion Committee of Thailand has offered 50% of its total Hajj traffic and SV as the national carrier of the Kingdom of Saudi Arabia has agreed to accept such appointment to provide yearly capacity to carry 50% of total Hajj traffic as its entitlement. It is mutually agreed that:

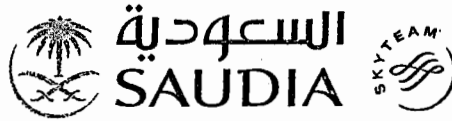
- A. Thailand Hajj Quota for year 1440H- 2019G as agreed between the Hajj Affairs Promotion Committee of Thailand and the Ministry of Hajj and Umrah of Kingdom of Saudi Arabia, is (13,000) Pilgrims, while, the actual total Hajj pilgrims who will perform Hajj from Thailand this year 1440H-2019, will be approximately (8400) Pilgrims
- B. Saudi Arabian Airlines will carry Saudi Arabia's Share within KSA 50% quota of the actual traffic, i.e. approximately (4,155) pilgrims.
- C. In case the actual hajj traffic from Thailand is increased over the announced number herein , Saudi Arabian Airlines has the right to claim its actual 50% share of the additional number on top of the number agreed upon in paragraph "1-B"

During the Contract Term in accordance with the flights schedule to be mutually agreed between the parties, for the purpose of transporting the passengers, consisting mainly of Hajj Pilgrims, from HAT YAI (HDY) and BANGKOK (BKK) to Jeddah (JED) and /or Medina (MED), and thereafter from JED and/or MED, back to HDY and BKK, subject to the terms and conditions hereinafter contained.

The draft plan for flight schedule is attached hereto as (attachment I) and shall form part of the agreement. The schedule is subject for alteration by the request of the official authorities and for unforeseen and/or unavoidable operational requirement, or any circumstances outside the control of Saudia.

  
Naveed Iqbal  
  
Chakras

  
THAI



## 2. AIR FARES

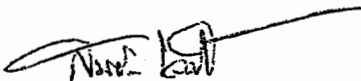
- A. Hajj air fare for this hajj season of 1440H - 2019G will be USD 1556 from either HDY or BKK to KSA and vice versa for each adult pilgrims and the air fare is based on average minimum of 99% load factor of the aircraft operational capacity for the total flights scheduled to service the agreed traffic.
- B. The air fare rate for infants below the age of two (2) years old and not utilizing any seat shall be 10 % of adult fare.
- C. The air fare rate for a child of the age of two (2) to twelve (12) years occupying a seat shall be 75 % of the adult fare as per IATA.
- D. The number of infants and/or children under 2 years of age must not be more than 5% of any flight load.
- E. Total amount to be paid in USD will be based on the total number of pilgrims to be carried based on agreed final schedule and it is subjected to changes as specified in the other clauses of this Agreement and as and when agreed upon by both parties.
- F. The airfare above shall not include the applicable airport taxes or any other charges neither in Thailand nor in Saudi Arabia. All applicable airport taxes or any other charges will be paid by the first party.

## 3. MODE OF PAYMENT

3.1 Payment of fare: shall be made US Dollars to SAUDIA airlines bank account for the transport of traffic of Hajj 2019 operations in four installments in the following manner:

- A. **Thirty Five percent (35%)** of the total amount shall paid not later than one week prior to the date of first outbound Haj flight from HDY and BKK.
- B. **Thirty percent (30%)** of the total amount shall be paid minimum of 48 Hours before the day of the first flight of Phase-1.
- C. **Twenty Five percent (25%)** of the total amount shall be paid minimum of 48 Hours before the day of the first flight of Phase-2.
- D. Balance of the total amount Ten percent (10%) based on the final total confirmed seats shall be paid within fifteen (15) days after completion of the returning flights (KSA to BKK/HDY), to allow for financial adjustment and reconciliation.
- E. Payment of installments will be deposited to Saudia Global Account as per the below bank details:

Saudi Arabian Airlines  
Account no: 00053300401  
SAMBA Financial Group  
Corporate Branch – Andalus Street  
Jeddah – Saudi Arabia  
IBAN: SA80 4000 0000 0000 0530 0401  
SWIFT: SAMBASARIJCS







### 3.2 Notes for Taxes:

The taxes and charges currently applied (until the signature of this agreement) are as follows:

- A. IO tax (Airport Building Charge) for USD46.4 (SAR174) is applied on each passenger arriving and departing on an international flight at any airports in the KSA.
- B. E3 tax (Security Charges) for USD4.26 (SAR16) per passenger for each international sector (arrival-departure) in the KSA.
- C. Thai airport Tax is 765 THB equivalents to USD24 for each departure passenger from Thailand.

Any additional/modified taxes and /or charges for any government, regulatory or external party, (imposed after the signature of the agreement) will be added to the above taxes.

### 4. COVENANTS AND UNDERTAKINGS OF SV

- A. To provide flight schedules to be mutually agreed between the parties and ensure that all passengers shall have their seats in accordance with the flights as scheduled.
- B. Refund all unutilized coupons (50%) of the fare for any passenger who dies in Saudi Arabia.
- C. To process the baggage of the passengers in the same manner as provided by international airline companies and with the rules and regulations of International Air Transport Association ("IATA").
- D. To provide hotel lodgings in Thailand and in Saudi Arabia and meals in the event of flight delays in comparison to the flight schedules. A flight delay is defined as any deviation from the original agreed-upon departure times, unless a notification was given by Saudia for the reschedule of the flight 10 Hours prior to the departure time. 'Hotel lodgings' includes the costs of booking and accommodation shall be according to IATA rules.
- E. To ensure that all the terms and conditions of this Agreement shall be made known and carried out by all its operational staffs and agents.
- F. To prepare the flight manifest based on the passenger manifest submitted by Islamic Organization & Hajj Affairs Promotion Division for each Phase-1 (Thailand – KSA) flight and each Phase-2 (KSA – Thailand) flight and such standard and custom of other international airline companies and complying with the rules and regulations of IATA, and acceptable to SV's insurers.
- G. To submit implementation Bank-Guarantee of 5% (Five percent) of the value of the Estimated Cost of the Agreement, to guarantee SV's obligations under the enclosed terms and conditions, with validity period until 16 September 2019.  
Saudia will submit the guarantee no later than 07 Jun 2019 and will not be valid later than 1 (one) working day after the Minutes of Recapitulation signed.

### 5. CONVENANTS AND UNDERTAKINGS OF Hajj Affairs Promotion Committee of Thailand

- A. Manage the movement and affairs of pilgrims in JED, MED and Makkah.
- B. Prepare and provide to SV the list of passengers for each of the flights, seven (7) days before departure;
- C. Obtain boarding passes and assist SV to manage the check-in for all the Hajj pilgrims;
- D. Make all payments on time as agreed above;
- E. Pay SV if the load factor is less than ninety nine percentage (99%) of the total capacity of the aircraft for the total number of charter flights.

Nard  
Ching

THAI



- F. Hajj Affairs Promotion Committee of Thailand will provide ZAMZAM containers to all pilgrims.
- G. To ensure that all passengers and their baggage are check-in and handled for the return flights at the pilgrims' accommodation in Makkah and Medina or any other designated location in Jeddah and shall be responsible for transporting the passengers' baggage between the designated accommodation and KAIA Airport Hajj Terminal in JED or PMAA in Madinah.
- H. To provide, and shall be responsible for all the Hajj pilgrims' baggage transportation and related costs from the pilgrims Hotels/accommodations in Thailand as provided under this clause 5, to HDY and/or BKK Airports whenever applicable.
- I. To ensure the presence of all pilgrims and their luggage at the designate departure terminals in HDY/BKK at least 4 hours from the scheduled departure time.
- J. To ensure the presence of all pilgrims and their luggage at the designate departure terminals in KSA airports at least 6 hours from the scheduled departure time
- K. The first party will be responsible for any penalties/charges arise on Saudia due to the late arrival to the airports' terminals as per PARA 5.I and PARA 5.J.

#### 6. LOAD FACTOR

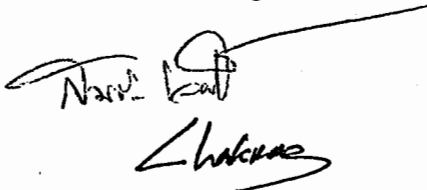
Hajj Affairs Promotion Committee of Thailand shall utilize the whole allowed capacity of the aircraft and shall guarantee that a minimum load factor of ninety nine percentages (99%) calculated on a collective basis is available for the total number of flights as per the flights schedule mutually agreed between the parties.

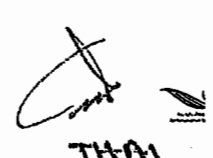
#### 7. BAGGAGE

- A. Allowable total baggage weight per passenger is 30KG's in maximum 2 pieces where one should not exceed 23 KG's.
- B. Each Passenger is allowed to carry one Gallon of Zam Zam water not to exceed 5KG's.
- C. Zamzam water will be carried on ferry flights departing KSA during phase-1 to HDY and BKK.
- D. The first party will be responsible for buying, collecting, transporting to the storage in KAIA and then collection and distribution of Zamzam water containers in HDY and BKK.
- E. Each Passenger is allowed to carry maximum of 7 KG's of carry-in baggage.
- F. The first party will be responsible to ensure that no extra baggage other than the above will be presented at the check-in area for the returning flight of Phase-2 in JED and MED.

#### 8. AIRPLANE AND FLIGHT SCHEDULE

- A. SV hereby plans to operate 14 flights to transport the Hajj Traffic From/To HDY and BKK with Aircraft type Airbus 330. The aircraft capacity may be subject to reduction for operational or load restriction reasons.
- B. In case this type of aircraft was not available, SV will immediately replace the type with a suitable or equivalent aircraft type to secure and serve the pilgrims.
- C. According to the number of SV share of passengers, SV will schedule 14 flights (9 flights HDY-KSA-HDY and 5 flights BKK-KSA-BKK).







- D. SV shall be responsible at its own cost in obtaining all approvals necessary for SV to comply with its obligations herein including but not limited to obtaining all over-fly clearances from the relevant authorities.
- E. SV shall provide the first party with copies of all flight manifests for both inbound and out bound flights, within the same day after each flight departure.

#### **9. ENTIRE AGREEMENT**

This Agreement supersedes all prior letters, communications, agreements, arrangements and understandings between the parties and constitutes the entire agreement between the parties relating to the subject matter hereof (save the neither party seeks to exclude liability for any fraudulent precontractual upon which the other party can be shown to have relied). Any addition to or modification of any provision of this agreement shall not be binding upon the parties unless made by a written instrument signed by a duly authorized representative of each of the parties.

#### **10. FORCE MAJEURE**

Notwithstanding anything else contained in this Agreement, neither party shall be liable for any delay in performing its obligations hereunder if such delay is caused by circumstances beyond its reasonable control including without limitation any riots, civil commotion, wars, terrorist attacks, general strikes, earthquakes, fire, lightning, floods, landslides, storms, heavy rain, bad or inclement weather, Subject to the party so delaying promptly notifying the other party in writing of the reasons for the delay (and the likely duration of the delay), the performance of such party's obligations shall be suspended during the period that the said circumstances persist and such party shall be granted an extension of time for performance equal to the period of the delay.

#### **11. LIABILITY**

Air transportation of passengers and their luggage performed under this agreement will be subjected and governed by the Montreal Convention 1999 ("the Convention"). The Convention may limit the liability of air carrier for death or bodily injury to passenger, loss of or damage to baggage, and for delay.

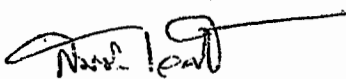

SV shall be wholly responsible to ensure that the carriage of the passengers is adequately insured against death or bodily injury to passenger, loss of or damage to baggage, and for delay as per IATA.


#### **12. GOVERNING LAW & JURISDICTION**

This Agreement shall be governed by the laws of Saudi Arabia and the parties hereto shall submit to the exclusive jurisdiction of Saudi Arabian courts. In this case, the 2 parties will exert all efforts to resolve in friendly manner. If no agreement is reached, the Hajj Affairs Promotion Committee, as a governmental Thai Body, will be responsible for representation of the first party and any correspondence may be communicated directly or through the Diplomatic channels.

#### **13. NOTICES**

All notice required to be given or made under this Agreement by one party to the other party shall be in writing and in the case of Hajj Affairs Promotion Committee of Thailand shall be under

  
THAI



Secretary-General, Hajj Affairs Promotion Committee of Thailand Or Deputy Director-General  
Department of Provincial Administration Assistance to the Secretary No1, Hajj Affairs Promotion

Committee of Thailand Or Director, Islamic Organization and Hajj Affairs Promotion Division  
Department of Provincial Administration Assistance to the Secretary No2, Hajj Affairs Promotion  
Committee of Thailand and in the case of SV under the hand of the Chairman, Director General,  
Secretary, Area Manager, or Solicitors acting for SV. Every such notice shall be deemed to have  
been sufficiently served if the same is sent by registered post or telefax to such party at the address  
hereinbefore mentioned and shall be deemed to have been received on the date of posting or  
faxing and shall thereupon be deemed to be in good and proper service.

#### 14. TIME OF THE ESSENCE

Time wherever mentioned shall be the essence of this Agreement. IN WITNESS WHEREOF both  
parties hereto have hereunto set their hands the day and year first above-written.

#### 15. TERMINATION OF AGREEMENT

This Agreement may (without prejudice to any other rights) be terminated by written notice by the  
non-defaulting Party:

Forthwith if the other party fails to pay its debts as and when they fall due, offers to make any  
arrangement with or for the benefit of its creditors or commits any act of bankruptcy or insolvency  
or being a limited company shall have an administrator or receiver or administrative receiver  
appointed (except for the purpose of a bona fide reconstruction) or an analogous appointment is  
made of or in relation to the whole or any part of its undertaking or assets or any order is made or a  
resolution is passed or analogous proceeding are taken for the winding up of the other party; or  
Forthwith if the other party commits any material breach of the terms of this Agreement and in the  
reasonable opinion of the non-defaulting party, such breach is not capable of satisfactory remedy;  
or Forthwith if the other party commits any material breach of the terms of this Agreement which is  
capable of remedy and the breaching party fails to cure such breach within thirty (30) days of  
receipt of notice from the non-breaching party, identifying the breach and requiring its remedy.

This agreement is made in 4 original copies. The first party will retain one original copy and the  
second party will retain 3 original copies.

\*\*\*\*

For and on behalf of  
The Hajj Affairs Promotion Committee of Thailand

Capt. Chakres Pittayakom  
Director of Internal Security Affairs Bureau  
The Department of Provincial Administration

For and on behalf of  
Saudi Arabian Airlines

Mr. Amer G. Alghamdi  
GM Hajj & Umrah Revenue  
Management & Sales