

AI Rostamani Travels Co (LLC) booking terms and conditions.

1. The Contract

The booking form signed by the Customer for booking the required services ("Booking Form"), these Conditions and any acceptance of a booking by **AI Rostamani Travels (LLC)** (whose headquarter is at The Maze Tower, Sheikh Zayed Road, P.O. box 14738, Dubai, UAE) hereafter named the "Company", form the sole basis of the contract ("Contract") between the Company and the customer signing the Booking form, hereafter named the "Customer" (which includes all members benefiting from the travel services mentioned in the Booking Form). These Booking terms and conditions apply equally to the Customer and to all persons named in the Customer's booking. When Customer makes a booking, Customer guarantees that he/she has the authority to accept and do accept on behalf of Customer these Booking terms and conditions and if the Customer is a corporate, that the person signing on the Booking Form is duly authorized to request services from the Company on behalf of the Customer. No employees or agent of the Company has the authority to vary these Conditions. In these Conditions "Holidays" includes all services booked by the Customer. The Contract between the Company and the Customer shall be governed by, construed and interpreted in accordance with the laws of the UAE and subject to the jurisdiction of the Courts of the UAE.

2. Brochures Validity

Any brochure provided by the Company is valid for a specific period of time therefore the Customer is to always check with the Company the validity of the brochure before counting on its content. All information provided in the brochure is gathered from our trusted suppliers but cannot be 100% guaranteed and maybe sometimes subject to changes. Company professional travel advisors will endeavour to keep the Customer fully informed of any changes as soon as possible.

3. Booking

A booking can be made at **the Company's** retail stores, call centre, or through **the Company's** travel consultant or Customer's travel agent, by a Customer, being aged 21 years or above who submits a completed and signed Booking Form together with the required deposit or full payment. The Company will not accept any other way of booking. A booking is accepted by the Company only when it issues confirmation, availability of the relevant accommodation, flights and other relevant facilities. The booking shall be subject to the related supplier's policy and conditions and shall only be considered as confirmed once paid in full. On receipt of full payment, the Company will issue to the Customer the required document which shall be required to present this to the relevant hotel, car hire or other supplier of ground services included in the booking in order to obtain the relevant services.

4. Prices and Payment

All prices are intended as a guide only, subject to availability and to special conditions during peak periods (public holidays, Eid holidays, Christmas and New Year...) and can be withdrawn or varied without notice. The Customer will be fully advised of your price and final itinerary at time of booking. The price is only guaranteed once a full payment is made by the Customer. Quoted prices are subject to change. Price changes may occur by reason of matters outside the Company's control which increase the cost of the product or service. Such factors include without limitation

adverse currency fluctuations, fuel surcharges, taxes and airfare increases. Please contact your **Al Rostamani Travels Co LLC** Advisor for up-to-date prices.

The price of any Holiday booked includes only the items specified in the Booking Form. Unless otherwise specified, it does not include items of a personal nature including, but not limited to, travel insurance, airport transfers, meals, optional excursions, passport, visas, cots and food for infants, laundry, room service, and hotel extras (including early late check-in/check-out fees), hotel car parking (where applicable), gratuities or taxes.

The Customer is required to pay a deposit at the time of booking. All deposits are non-refundable unless due to reasons related solely to the Company. Final payment is required no later than 6 weeks prior to departure unless otherwise stated. Some airfares or services must be paid in full at the time of booking. If Customer is unable to pay the final balance by the due date, Company reserves the right to treat Customer's booking as cancelled by Customer, in which case the Cancellation Policy described below will apply.

If, for any reason, a booking is not accepted by the Company, all monies paid by the Customer for that booking will be refunded and the Company shall not have any further liability to the Customer.

Payments can be made by cash, Credit/Debit card, Cheque.

a. Payments by Credit/Debit Card incur no additional charge.

b. Payments by Cheque

Cheque payments (excluding bank cheques) require about 5 business days to process. Customer paying by this method, will need to make the payment at least 5 business days prior to the actual due date. Customer agrees not to stop payment of the cheque even when he cancels a booking. Customer agrees that the Company may apply the proceeds of the cheque to satisfy any liability the Customer may have to it, including any liability in respect of cancellation fees, before refunding the balance.

c. Taxes

Airline taxes are subject to change and are confirmed at the time flight ticket is issued. There may also be a local tax charged at some airports.

d. Included or Excluded facilities

The price of any Holiday and other services booked includes only the items specified therein and does not include items of a personal nature including personal insurance, departure airport transfer, refreshments, meals unless specified optional excursions, passport and visa fees, portorage, gratuities or taxes, unless otherwise specified, which shall in each and every case be the responsibility of the Customer. Hotel check-in/check-out are fixed and there are no guarantees for early/late check-in/out unless paid for.

5. Booking Change or Cancellation Policy

e. By the Company

- i. It is unlikely that the Company will have to make any alteration to a booking which has been accepted by it. However, sometimes due to change in circumstances, alterations have to be made. The Company reserves the right to make alterations but if any such alteration is material it will offer the Customer the alternative of (a) accepting the alteration or (b) accepting any other Holiday which may be offered by the Company (Company will

claim/refund any price difference according to the higher/lower value of the proposed alternative) or (c) cancelling the booking and receiving a full refund of all monies paid. Examples of a change include, but are not limited to, changes by the Company to: (a) Customer’s departure airport; (b) Customer’s destination area for the whole or major part of the Holiday; (c) a change of accommodation to that of a lower official classification for the whole or a major part of Customer’s holiday; (d) a change of outward departure time or overall length of the Holiday of twelve or more hours. If the Customer accepts a change to a lower standard of accommodation, a refund will be made to reflect the lower cost of accommodation. The Company shall not be liable for any changes to a Holiday made after departure due to events beyond its control. Examples of events beyond the control of the Company include but are not limited to war or threat of war, civil disturbance, political unrest, terrorist activities, industrial disputes, strikes, fire, floods and other natural disasters, acts of government, closure of airports, weather and failure of carrier, hotelier or other person to operate services for any reason.

- ii. The Company may cancel a booking at any time when necessary because of events beyond its control, or an over booking which arises from the default or omission on the part of any person such as a carrier or a hotelier providing any services comprised in the booking. In such case, the Company will inform the Customer of any such event as soon as practicable, offer the Customer a comparative alternative holiday for any booking, so cancelled. The Company will be under no further liability to the Customer whatsoever in such circumstances.

f. By the Customer

- i. If the Customer wishes to change his/her booking, the Company will endeavour to accommodate these changes. In such cases, cancellation charges shall be applicable as per **the Company’s below Cancellation Policy which will be subject to change from time to time at the discretion of the Company.**

g. Cancellation Policy

ITEMS	TIMEFRAME	CHARGES
Air Tickets		Applicable as per the airline incorporated in the package. Also service fee will apply.
Hotels	12-07 days prior to commencement of services	15% of total price will be applicable
	06-03 days prior to commencement of services	40% of total price will be applicable
	02 days or less/no Show prior to commencement of services	100% of total price will be applicable
Tours	35-16 days prior to commencement of services	40% of total price will be applicable

	15-07 days prior to commencement of services	50% of total price will be applicable
	06-04 days prior to commencement of services	70% of total price will be applicable
	03 days or less/no Show prior to commencement of services	100% of total price will be applicable
Cruises	56-29 days prior to commencement of services	50% of total price will be applicable
	28-15 days prior to commencement of services	75% of total price will be applicable
	14-0 days prior to commencement of services	100% of total price will be applicable

During peak periods (i.e. special events, public holidays, exhibitions, etc.) cancellation policies may differ to the above. Special cancellation policies are applicable for all destinations for Christmas and New Year periods. The same will be advised at the time of reservation.

There may be certain airlines, hotels, tours, cruises and packages where the cancellation policy and applicable charges may differ from those described above. Any change in the cancellation policy and/or charges will be advised to the Customer at the time of reservation.

h. Supplier Change and Cancellation Fees

Cancelled bookings may also incur additional supplier fees, which can be up to 100% of the cost of the booking, regardless of whether travel has commenced. Supplier fees may also apply where a booking is changed and when tickets or documents are re-issued. Where we incur any liability for a supplier cancellation fee for any booking which the Customer has changed or erased, the Customer agrees to indemnify the Company for the amount of that fee. Whereas the Customer seeks a refund for a cancelled booking for which payment has been made to the supplier, the Company will not provide a refund until it receives the funds from that supplier.

6. Travel Documents

It is the responsibility of the Customer to obtain a valid passport for international travel; many countries require at least 6 months validity from the date of return and some countries require a machine-readable passport. The Customer must ensure and verify with the relevant authorities that he has valid passports, visas, re-entry permits and vaccination certificates, which meet the requirements of immigration and other government authorities. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be Customer's sole responsibility. The Company shall

not be liable for any inconvenience, expense, loss or damage of any kind if incurred by the Customer by reason of failure to obtain or produce, or by the loss of, such documents.

The Company's staff are available to give information regarding visas, passports and other travel document requirements for international trips ("Travel Requirements") to the best of their knowledge and **the Company** can assist the Customer to obtain visas (surcharge fee will apply). The Customer acknowledges that the rules and regulations of any country may change from time to time and the Company is not responsible for any information it gives regarding Travel Requirement If the Customer is travelling to the United States, he is advised to check <https://esta.cbp.dhs.gov> for important information regarding compulsory pre-registration for USA visa waiver program ("ESTA"). Many passport holders will not be able to enter the United States without a valid ESTA (or visa). If the Customer will not meet the eligibility requirements of ESTA he will be required to obtain a visa.

Other travel documents including (without limitation) airline tickets, hotel vouchers, tour vouchers or any other document (whether in electronic form or otherwise) used to confirm an arrangement with a service provider may be subject to certain conditions and/or restrictions including (without limitation) being non-refundable, non-changeable date and subject to cancellation and/or amendment fees. Travel documents cannot be transferred to any other person. All airline tickets must be issued in the name of the passport/photo identity holder. An incorrect name on a booking may result in an inability to use that booking and the booking being cancelled. It is responsibility of the Customer to review his/her travel documentation carefully and advise the Company immediately in case of any errors in names, dates or timings. It is the responsibility of the Customer to collect all travel documents from the Company prior to travel. As a general rule Customer's travel documents will be available for collection 2 weeks prior to departure, however this will depend on individual arrangements. The Customer shall contact his/her Personal Travel Advisor to confirm when the travel documents are ready for collection.

7. Travel Insurance

The Company strongly recommends the Customer to take out appropriate travel and medical insurance to cover the travel arrangements. To take out travel insurance through **AI Rostamani Travels Co (LLC)**, the Customer shall contact his Personal Travel Advisor from the Company.

8. Health

The Customer must ensure that he is aware of any health requirements and recommended precautions relevant to his/her travel and ensure that he/she carries all necessary vaccination documentation. In some cases, failure to present required vaccination documentation (e.g. proof of Yellow Fever vaccination) may deny entry into a country. The Company recommends the Customer to consult with his/her local doctor, travel medical service or specialist vaccination clinic before commencing the travel.

9. The Company's responsibility and liability

The Company acts as an intermediary only for various travel related products having extensive relation with numerous transport, accommodation and other service providers, such as airlines, coach operators, rail and cruise line operators, hoteliers and any entity providing goods or services in connection with Customer's booking. Company's obligation to the

Customer is to make travel bookings for the Customer with travel related suppliers of the Customer's choice and to arrange relevant contracts between the Customer and travel service providers. The Company shall exercise care in the selection of reputable service providers, but the Company is not itself a provider of travel services and it has no control over, or liability for, the services provided by third parties. All bookings are made on behalf of the Customer subject to the terms and conditions, including conditions of carriage and limitations of liability, imposed by these service providers. The Company shall provide the Customer with copies of the relevant service provider terms and conditions on request.

To the extent permitted by law, neither **the Company** nor any of its related bodies corporate, directors, employees or agents accept any liability in contract, tort or otherwise for any injury, damage, loss (including consequential loss), delay, additional expense or inconvenience caused directly or indirectly by the acts, omissions or default, whether negligent or otherwise, of third party providers over whom the Company has no direct control, force majeure or any other event which is beyond Company control or which is not preventable by reasonable diligence on Company's part.

Air, sea, rail and road transport is subject to various International Conventions that limit the liability of the carriers. International Conventions which may apply include, without limitation: in respect of international air travel, the Warsaw Convention 1929 (as amended) or the Montreal Convention 1999; in respect of rail travel, the Berne Convention 1961; in respect of carriage by sea, the Athens Convention 1974; in respect of carriage by road, the Geneva Convention 1973; and in respect of hotels, the Paris Convention 1962. The carriage by air of passengers and their baggage is in addition subject to the Conditions of Carriage of the carrier concerned.

If, in the Company's reasonable opinion or the reasonable opinion of the provider of any part of the services to which Customer's booking relates, Customer's behaviour or the behaviour of any member of Customer's party is disruptive, threatening or abusive, causes unnecessary inconvenience or is causing or likely to cause danger, damage, distress or upset, disturbance or annoyance to others or others' property, the Company may terminate Customer's travel arrangements without any liability on Company part. No refunds will be made and the Company will not pay any expenses or costs incurred as a result of the termination. The Customer shall indemnify and keep the Company indemnified against any loss, damage and claim related to 1) the Customer's breach of any laws and regulations 2) The Customer act and/or omission causing any damage to any third party including without limitation any hotel, any person involved in the travel services etc..

It is Customer's responsibility to ensure that he/she is fit to travel and participate in all parts of the services Customer has booked and undertaken.

Save as set out above, and as is detailed elsewhere in these Booking Terms & Conditions, the Company shall have no legal liability whatsoever to the Customer for any loss or damage.

10. Complaints/Refunds

If the Customer has a complaint/refund query about any aspect of his/her Holiday, this should be reported immediately to the Company's local representative who will do whatever he/she can do during the Holiday timeframe. However, if the problem is not resolved, any further complaint/refund query should be made by the Customer in writing to the Company's Customer Service, not later than 30 days following the completion of the Holiday, failing which no claim may be brought against the Company. There will be no refund on unutilised services.

Refund administration fee when applicable is of USD 100 per booking subject to change from time to time.

11. Special Requirements

Customers with special requirements should liaise with their Personal Travel Advisor or call **800 ART (278)** regarding their special needs, for their travel arrangements, such as special meal and seating requests, room type or disabled access. Any special requirement shall be subject to availability and shall not be considered as confirmed until a written confirmation is received by the Customer from the Company.

12. Privacy Policy

The Customer agrees that in certain circumstances (such as international travel booking), the Company is permitted to disclose the Customer's personal information to other recipients. Such recipients may include, but not limited to, travel service providers (e.g. airlines, accommodation or tour providers). These travel service providers will in most cases receive the Customer's personal information in the country in which they will provide the services or in which their business is based. The Company may also disclose Customer's personal information to overseas related entities and to service providers who perform the requested services within and outside of the UAE. Generally, the Company will only disclose Customer's personal information to entities in connection with facilitation of the Customer's travel booking and/or to enable the performance of administrative and technical services. On the basis of the above, the Customer agrees that the Company will not be required to ensure that the recipient of the information shall comply with UAE privacy laws or otherwise be accountable for how they handle the Customer's personal information. When used above, "disclose" includes to transfer, share, send, or otherwise make available or accessible to another person or entity.

Whereas the Customer contacts the Company in relation to a travel booking or query, the primary purpose for which the Company collects the Customer's personal information is generally to provide the Customer himself/herself with travel advice and/or to assist him/her with booking travel and/or travel related products and services. However, the purpose for collection may differ depending on the particular circumstances.

By providing the Company with, or otherwise allowing the Company to collect, the Customer's personal information, the Customer consents to the Company using and disclosing his/her personal information for the purposes for which it was collected, and for related or ancillary purposes, such as any one or more of the following purposes:

- identification of fraud or error;
- regulatory reporting and compliance;
- developing, improving and marketing the Company products and services and those of related entities;
- servicing the Company relationship with the Customer by, among other things, providing updates on promotions and services;
- market research, gauging customer satisfaction, customer relationship management;
- loyalty programs;
- to analyse trends in sales and travel destinations;
- for marketing activities including but not limited to mail-outs, emails, e-newsletters, SMS notifications and telephone calls;

- internal accounting and administration;
- other purposes as permitted or required by law (e.g. to prevent a threat to life, health or safety).

13. Monies Not Held On Trust

All monies paid by the Customer to the Company will be the property of **Al Rostamani Travels Co (LLC)** and will be a debt due and payable to the travel service provider once the services to which the money relates have been provided (except for monies paid for flights with an IATA airline, which might be held on trust for that IATA airline). The Customer agrees and acknowledges that such monies will not be held by the Company on trust for and on behalf of the Customer and the Company may hold such monies in any account as it sees fit, including with its own and/or other customer monies and shall be entitled to set off the held money against any obligation on the Customer.

14. Feedback

Al Rostamani Travels Co (LLC) values Customer's feedback. If the Customer would like to share feedback about his/her holiday experience, he/she can do so by post or email. Please provide as much information as possible, including your Holidays booking reference and holiday dates where applicable.

The Customer can write to **Rostamani Travels Co (LLC)** Customer Service, The Maze Tower, Sheikh Zayed Road, P.O. box 14738, Dubai, United Arab Emirates or e-mail us at holidays@alrostamanigroup.ae.

15. Governing Law

If any dispute arises between the Customer and the Company, the laws of the UAE will apply. The Customer irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of UAE, and waive any right that he/she may have to object to an action being brought in those courts.

16. Intellectual Property rights

Any intellectual property rights related to 1)the brochures, 2)communications made by the Company to the Customer, 2)logo of the Company and Al Rostamani Group shall always be considered as owned by the Company/Al Rostamani Group and the Customer undertakes not to infringe any right related to the mentioned intellectual property rights.

17. Force Majeure

The Company shall not be held liable for any acts and/or omissions related to any of its obligations in case such acts and/or omissions are beyond its control.

18. Limitation of liabilities

In no circumstances whatsoever, the Company's liability shall exceed its fees charged to the Customer.

19. Severability

If any term of those terms and conditions is considered as null or void the remaining terms shall still be applicable and enforceable on the parties.

These terms were last updated on 25 February 2016.