





# BOOKING TERMS & CONDITIONS

## LIMITATION OF LIABILITY

The Client acknowledges that they have reviewed these Terms and Conditions carefully, and there has been no misrepresentation. AFC Holidays shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses, resulting from:

- Any acts, errors, or omissions of third-party service providers, including airlines, hotels, transportation companies, and tour operators.
- Any delays, cancellations, or changes in travel plans, whether caused by force majeure, mechanical breakdown, government actions, or any other reason beyond our control.
- Any personal injury, illness, or property damage occurring during travel, including but not limited to accidents, falls, theft, or medical emergencies.
- Any failure to obtain required visas, permits, or travel documents due to reasons beyond our reasonable control, including but not limited to changes in government regulations, embassy policies, or visa processing delays.
- Any disputes or disagreements between travelers and third-party service providers, including but not limited to disputes over service quality, payment disputes, or breaches of contract.

In no event shall the total liability of AFC Holidays exceed the amount paid by the client for the specific travel services provided by AFC Holidays. The limitations of liability set forth herein shall apply to the fullest extent permitted by applicable law, regardless of the form of action, whether in contract, tort (including negligence), strict liability, or otherwise and shall survive the termination of these Terms and Conditions. It is hereby acknowledged and agreed that the limitations and exclusions of liability contained herein are fair and reasonable in light of the risks and uncertainties associated with travel and tourism services. Clients expressly waive any rights to assert any claims against AFC Holidays beyond the limitations set forth herein.

## BOOKING PROCEDURES AND DOCUMENTATION

In order to facilitate the booking process for AFC Holidays clients and ensure transparency and clarity, the following procedures are implemented:

1. Tour Consultants create the Quotation using our Customer Relationship Management (CRM) system. The Quotation, which includes pricing details, inclusions, exclusions, itinerary, flight details, and general terms and conditions regarding check-in/check-out times and travel requirements, is then shared with the client via Email, WhatsApp, or any other agreed-upon communication channel.
2. Clients confirm the tour to concerned tour consultants either via Email, WhatsApp, phone call, or in-person visit to our office.
3. Upon confirmation, AFC Holidays collect necessary information from the client, including their email address, as per our Terms and Conditions. This information is updated under the Booking for reference.
4. If the payment is made online, a digital signature is obtained from the client as proof of acceptance of our Terms and Conditions. For offline payments made by clients visiting AFC Holidays office, Tour Consultants ensure that the client signs the printed Terms and Conditions page.
5. The client will be provided with the following documentation as proof of their booking with AFC Holidays:
  - The Quotation, including all relevant details, is provided to the client via Email, WhatsApp, or Client Portal, detailing pricing, inclusions, exclusions, itinerary, flight details, and general terms and conditions.
  - Login details for the Client Portal are shared with the client immediately after the booking is made. The Client Portal provides access to all relevant booking information.
  - A receipt of the payment transaction, including the client's email address, is automatically generated and provided to the client for their records.
  - Receipt of payment for the AFC Travel Shield, if applicable, is provided to the client as part of their documentation.
  - A copy of the overall Terms and Conditions is provided to the client for their reference.
  - The terms and conditions specific to the AFC Travel Shield are provided to the client for their understanding and reference.

These procedures and documentation ensure transparency, compliance, and clear communication throughout the booking process, enhancing the overall client experience on AFC Holidays.

## TRAVEL INSURANCE

AFC Holidays strongly recommends that all Clients purchase comprehensive travel insurance, including cancellation coverage and emergency medical assistance. It is your responsibility to ensure that you have adequate overseas travel insurance coverage before your departure.

IMPORTANT: All claims must be submitted directly by the Policy Holder with the insurance Company, which are to be settled as per the insurance Company's policies and procedures. AFC Holidays holds no responsibility in curtailing/amending/deviating or representing guest claims.

## GENERAL CONDITIONS

The responsibility of AFC Holidays is strictly limited. We act as agents on behalf of various agencies and individuals providing services like hotel accommodation, sightseeing tours, and transportation. Therefore, AFC Holidays shall not be held responsible for any loss, damage, accident, delay, or irregularity resulting from any defect in any vehicle or any act of default of any company or person engaged in conveying passengers or of any hotel proprietor or hotel service provider and any other third party tour service provider. All booking vouchers and tickets issued are subject to the terms and conditions specified by the supplier or contractor providing the services. AFC Holidays reserves the right to change the itinerary, hotels, and/or transportation at any time and for any reason, with or without notice, and will endeavor to provide equivalent services. However, no refunds will be provided for any unused services.

## GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of the United Arab Emirates.

In the event of any dispute, the Parties will try to resolve it amicably within thirty (30) days from the date the Notice of Default is issued by one party to another.

If the dispute is not resolved amicably, the Parties hereby agree to refer the dispute to the exclusive jurisdiction of Dubai Courts.

## FORCE MAJEURE

AFC Holidays shall not be liable for any failure or delay in performing its obligations under these Terms and Conditions if such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of God, war, civil unrest, embargoes, government regulations, strikes, lockouts, labour disputes, illness, acts of terrorism, accidents, fires, floods, and failure of telecommunication or transportation services.

## DATA PROTECTION

AFC Holidays may collect and process personal information about Clients to provide travel services and manage bookings. By providing personal information to AFC Holidays, Clients consent to such processing and warrant that all data provided is accurate. AFC Holidays will not disclose personal information to third parties except as required to provide travel services or as required by law.

## SEVERABILITY

If any provision of these Terms and Conditions is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not be affected or impaired. These Terms and Conditions constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements, negotiations, representations, and understandings, whether oral or written, relating to such subject matter. No modification, amendment, or waiver of any provision of these Terms and Conditions shall be effective unless in writing and signed by the party against whom the modification, amendment, or waiver is to be asserted.

## CONTACT INFORMATION

For any inquiries or assistance regarding AFC Holidays services, please contact our Customer Service team at: AFC Holidays, Al Khaleej Building, Dubai, United Arab Emirates Tel: 600569007 Email: mail@afcholidays.com Website: [www.afcholidays.com](http://www.afcholidays.com)



## AFC Holidays - ONLINE PAYMENT - TERMS & CONDITIONS

### 01.USE OF CREDIT CARD:

We accept major credit cards, and the credit card holder must be one of the passengers. We accept VISA and MasterCard credit cards issued in (UAE OR Middle East). Your credit card bill be debited when you click on the 'Purchase Now' button. Please note that making Payment with another person's credit card is strictly forbidden and could lead to criminal prosecution.

### 02.VERIFICATION PURPOSE

A copy of the credit card front and back should be scanned, self-attested and emailed to us for verification purpose. Important: When sending a credit card copy, please strike out the 3-digit CVVnumber at the back and the date of expiry on the front.

### 03.NON-UAE CREDIT CARDS

We will charge your credit card in the currency as displayed on our website, if you are not using a credit card based in UAE, your credit card Issuing Bank may levy a fee for transaction in foreign currency. Kindly contact your credit card Issuing Bank for further information on any fees and the applicable exchange rates.

### 04.PAYMENT POLICY

The general terms & conditions of payments apply to online payments as well. Please note, for any bookings made within 30 days of the departure, you need to make full payment of the tour cost.

### 05.NON-CREDIT CARDHOLDERS

If you do not have a credit card, you may choose to pay in cash while visiting one of our offices.

### 06.BOOKING FEES

Please note there is a non-refundable booking fee of AED 25 per transaction within UAE and AED 50 for outside UAE transactions.

### 07.REFUNDS TO CREDIT CARDS

All Credit Card refunds will be less 2.5% as card companies keep the credit card fee. General cancellation and refunds policy applies.

### 08.CARD PAYMENT NOT RECEIVED OR DECLINED

If for any reason your card payment is not received or declined by your bank/credit card company then it would be your sole responsibility to pursue the same and ensure your payment reaches on time.

### 09.CONFIRMATION / RECEIPTS / TICKETS

We will send you the booking confirmation/receipts/ tickets (as applicable) only after approval of your credit card payments.

### 10.SECURITY

We will take all reasonable measures to ensure the information you transmit to us using the Web Site will remain confidential and protected from unauthorized access. Despite those measures, we do not warrant unauthorized access to that information can never happen. We will not be liable for any such unauthorized access unless caused solely by our gross negligence, in which event you will be entitled to compensation up to a maximum of the value of the services purchased by you.

### 11.SECURITY INFORMATION

To ensure secure online payment and all other transactions of personal data, the Web Site uses a technology called SSL (Secure Socket Layer). SSL encrypts all communications between your computer and our server so that the information can only be read and understood by us. Usually, a closed lock on your browser window shows a secure connection. For further information, please consult your browser's security specifications. If your browser is equipped with SSL your transaction will automatically be secured. The common standard on the Internet to signal a secure site is a closed lock at the bottom of the browser. As long as the lock is displayed closed your information is secure and encrypted to avoid abuse. If you click the secure transaction link and still cannot see the closed lock, the reason may be that the window is in nesting in another frame. To check that you have a secure connection (in Internet Explorer), click the right mouse button and properties, then certificates. Then you will see if the connection is secure or not. Another way (in Netscape Navigator) is to click the right mouse button and 'view frame info' at the bottom of the text you will see security information.

### 12.DISCLAIMER

A. The services provided to you on our website ("services") and all information, content, materials, products (including software) and other services included on or otherwise made available to you through the services are provided by us on an "as is" and "as available" basis. We make no representations or warranties of any kind, express or implied, as to the operation of the services, or the information, content, materials, products (including software) or other services included on or otherwise made available to you through the services. You expressly agree that your use of the services is at your sole risk.

### 12.DISCLAIMER

A. The services provided to you on our website ("services") and all information, content, materials, products (including software) and other services included on or otherwise made available to you through the services are provided by us on an "as is" and "as available" basis. We make no representations or warranties of any kind, express or implied, as to the operation of the services, or the information, content, materials, products (including software) or other services included on or otherwise made available to you through the services. You expressly agree that your use of the services is at your sole risk.

B. To the full extent permissible by applicable law, we disclaim all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. We do not warrant that the services, information, content, materials, products (including software) or other services included on or otherwise made available to you through the services, our servers or electronic communications sent from us are free of viruses or other harmful components. We will not be liable for any damages of any kind arising from the use of any service, or any information, content, materials, products (including software) or other services included on or otherwise made available to you through any service, including, but not limited to direct, indirect, incidental, punitive, and consequential damages.

### 13. DISCLAIMER FOR THIRD-PARTY APPLICATIONS

You accept that:

- A. By clicking on the CONFIRM AND PROCEED button ("Pay Button") you will be transferred to a payment portal which is controlled and operated by a third party ("Third-Party Application");
- B. The use of any Third-Party Application is subject to the terms and conditions that apply to such Third-Party Application and it is your responsibility to read, understand and comply with any such terms and conditions.
- C. We are not responsible for the availability or performance of, or your use of, any Third-Party Application. You assume all responsibility and risk concerning the use of any Third-Party Application (including any content therein) and we hereby disclaim all liability to you or any third party concerning such use.

### 14. PERSONAL DATA

Notwithstanding our Terms and Conditions & Privacy Policy, you acknowledge and accept that the personal and credit card details provided by you when making the Payment ("Personal Data") shall be transmitted to an independent third party for processing and completing the Payment and any Standing Instructions. You acknowledge and accept that the transmission to, and the use of such Personal Data by, the third-party processor shall not be deemed a breach of our Terms and Conditions & Privacy Policy and you hereby waive, disclaim, and release us and our officers, directors, employees, agents, successors, and assigns, from all claims of any kind (specifically including all claims for actual, incidental, consequential, punitive or exemplary damages, attorneys' fees and costs, or claims for interest, even if we are advised of the possibility of such damages), related to, or arising from, directly or indirectly, your use of the payment portal and any transmission and use of the Personal Data.