

## **WEBSITE TERMS AND CONDITIONS OF SUPPLY**

This page together with our Privacy Policy, Terms of Use and Acceptable Use Policy gives you information about us and the legal terms and conditions on which we sell any of the services listed on our website to you.

These Terms will apply to any contract between us for the sale of Services to you. Please read these Terms carefully and make sure that you understand them, before ordering any Services from our site. Please note that before placing an order you will be asked to agree to these Terms. If you refuse to accept these Terms, you will not be able to order any Services from our site.

We recommend that you print a copy of these Terms (or save them to your computer) for future reference.

We amend these Terms from time to time as set out in clause 8. Every time you wish to order Services, please check these Terms to ensure you understand the terms which will apply at that time.

These Terms, and any Contract between us, are only in the English language.

### **1. INFORMATION ABOUT US**

#### **1.1**

We operate the website [www.hayyantravel.com](http://www.hayyantravel.com). We are Hayyan Travel, headquartered in the Kingdom of Bahrain. We are registered as a company providing travel and related services in several countries (find us here ) and we have our registered head office at

HAYYAN TRAVEL S.P.C

ARADCO COMPLEX, Building 946,

Block 242, Road 4233,

Arad, Muharraq,

Kingdom of Bahrain

Our main registered address is

HAYYAN TRAVEL S.P.C

ARADCO COMPLEX, Building 946,

Block 242, Road 4233,

Arad, Muharraq,

Kingdom of Bahrain

## 1.2

Kindly note that we do not provide any Services in or to countries that are subject to the prevailing global economic sanctions regime, provided that such sanctions are approved by the laws and government regulations of the countries in which we operate.

## 1.3

Contacting us if you are a consumer

To cancel a Contract, you just need to let us know that you have decided to cancel. The easiest way to do this is to contact our offices by phone. You can also e-mail us at [info@hayyantravel.com](mailto:info@hayyantravel.com) or contact our offices by telephone on +973 17 232350. If you are emailing us or writing to us please include details of your order to help us to identify it. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you send us the e-mail or post the letter to us.

If you wish to contact us for any other reason, including because you have any complaints, you can contact us by telephoning our team at +973 17 232350 or by e-mailing us at [info@hayyantravel.com](mailto:info@hayyantravel.com) .

If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your order.

## 1.4 Contacting us if you are a business

. You may contact us by telephoning our customer service team at +973 17 232350 or by e-mailing us at [info@hayyantravel.com](mailto:info@hayyantravel.com) . If you wish to give us formal notice of any matter in accordance with these Terms, please see clause 15.3.

## 2. OUR SERVICES

### 2.1

They consist of the corporate travel and travel-related services to be provided by us to you. The Services include, but are not limited to:

Air tickets

Railroad tickets

Airport transfers

Hotels and accommodation

Holiday packages

Car rental

Meet & assist services

Visa services

A more detailed list of Services is available [here](#).

### 3. USE OF OUR SITE

Your use of our site is governed by our [Privacy Policy](#), [Terms of Use](#) and [Acceptable Use Policy](#) (links available at the beginning of this document). Please take the time to read these, as they include important terms which apply to you.

### 4. HOW WE USE YOUR PERSONAL INFORMATION

We only use your personal information in accordance with our [Privacy Policy](#). Please take the time to read our [Privacy Policy](#), as it includes important terms which apply to you.

### 5. IF YOU ARE A CONSUMER

This clause 5 only applies if you are a consumer.

#### 5.1

If you are a consumer, you may only purchase Services from our site if you are at least 18 years old.

#### 5.2

It is possible that certain Services on our site can only be purchased if you satisfy the legal age requirement for that product. We are not allowed by law to supply these Services to you if you do not satisfy these age requirements. If you are underage, please do not attempt to order these Services through our site.

## 6. IF YOU ARE A BUSINESS CUSTOMER

This clause 6 only applies if you are a business.

### 6.1

If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use our site to purchase Services.

### 6.2

These Terms and our Privacy Policy, Terms of Use and Acceptable Use Policy constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

### 6.3

You acknowledge that in entering into this Contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or in our Privacy Policy, Terms of Use or Acceptable Use Policy.

### 6.4

You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

## 7. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

### 7.1

Our agents will guide you through the steps you need to take to place an order with us. Our order process allows you to amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.

### 7.2

After you place an order, you will be asked to make your payment. We currently accept all major credit cards. Please follow the instructions of your issuer (including any multiple step payment and identity authentication as required) to complete the payment. Our acceptance of your order and payment will take place as described in clause 7.3.

### 7.3

We will confirm our acceptance of your order and payment received from you by sending you a confirmation through e-mail. The Contract between us is formed at the time we receive your payment for the Services in full and clear funds free of any lien or condition. The Order Confirmation will contain your detailed itinerary and other essential information you may require.

### 7.4

If we are unable to supply you with a Service for any reason (including any error on our site, withdrawal of the Services by its producer, or unavailability due to the bookings already having met their assigned capacity), we will inform you of this by e-mail and we will not process your order. If you have already paid for the Services, we will refund you the full amount charged as soon as possible.

### 7.5

Any changes to your order will require you to go through the above steps once again. Although we endeavour to provide competitive rates of Services to our customers, the nature of the travel services industry is such that prices can wildly fluctuate depending on a number of factors. You may thus find that what seems a simple change of order will carry a substantial change in price. You understand that this is completely out of our control and agree that you will have no claim against us in this respect.

### 7.6

All refunds as requested by you and approved by us shall be made only through the instrument of payment that you originally used while purchasing the Services from our site. "Services" in this clause refers to those Services that are the subject of an approved refund.

## 8. OUR RIGHT TO VARY THESE TERMS

### 8.1

We amend these Terms from time to time. Please look at the top of this page to see when these Terms were last updated and which Terms were changed.

### 8.2

Every time you order Services from us, the Terms in force at the time of your order will apply to the Contract between you and us.

### 8.3

We may revise these Terms as they apply to your order from time to time to reflect changes in the travel industry or changes in relevant laws and regulatory requirements.

### 8.4

If we have to revise these Terms as they apply to your order, we will contact you to give you reasonable advance notice of the changes and let you know how to cancel the Contract if you are not happy with the changes. You may cancel either in respect of all the affected Services or just the Services you have yet to receive. In case of cancellation, while we will make reasonable efforts to arrange a full refund of the price you have paid, cancellation charges may apply depending on the nature of the Services and their producer. We are also entitled to retain a cancellation fee in such cases. The same rule applies where you request a rescheduling of your itinerary or a reissue or revalidation of your travel documents.

## 9. DELIVERY

### 9.1

The global travel industry operates largely on a paperless basis. You will receive your itinerary by email and you need to print out a copy for use while travelling. In the rare even that a producer of a travel service issues physical travel documents, we will inform you by email and you will have the option of collecting the documents from us at no additional cost or to have the documents couriered to you at a small additional cost. In such cases, we will contact you with an estimated delivery date.

### 9.2

If no one is available at your address to take delivery, we will leave you a note that the courier package containing your documents have been returned to our premises, in which case, please contact us to rearrange delivery.

### 9.3

Delivery of Services shall be completed when we deliver the documents to the address you gave us and the Services will be your responsibility from that time.

### 9.4

You own the Services once we have received payment in full, including all applicable delivery charges.

## 10. PRICE OF SERVICES

## 10.1

The prices of the Services will be as quoted on our site at the time you submit your order. We take all reasonable care to ensure that the prices of Services are correct at the time when the relevant information was entered onto the system.

## 10.2

The prices of the Services are based on certain assumptions about standard travel industry conventions and your travel profile, service configuration platform and service needs. If there is any material change to:

- (a) any rules, orders, laws or regulations governing the manner in which we or other travel agents may operate; or
- (b) the airfare or compensation structure available to us, by action of any airline, the International Air Transport Association (IATA) or any other applicable governing body; or
- (c) your travel profile, service platform configuration or service needs, any of which result in additional fees, losses, costs or expenses being incurred by us in providing the Services,

we have the right, from the date of the material change, to modify the prices in an amount as reasonably necessary to compensate us for such additional fees, losses, costs or expenses.

## 10.3

Despite the above, prices for our Services which you have already ordered and paid for in full shall not be affected.

## 10.4

In the case of physical travel documents, the price of Services does not include delivery charges. Our delivery charges are as advised to you during the check-out process, before you confirm your order.

## 10.5

Our site contains a large number of Services. It is always possible that, despite our reasonable efforts, some of the Services on our site may be incorrectly priced. If we discover an error in the price of the Services you have ordered we will contact you to inform you of this error and we will give you the option of continuing to purchase the Services at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. Please

note that if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to provide the Services to you at the incorrect (lower) price.

## 11. HOW TO PAY

### 11.1

You can only pay for Services using a debit card or credit card. We accept the following cards: [LIST OF CREDIT AND DEBIT CARDS].

### 11.2

Deferred payment options are currently available only if you are a business that has passed our creditworthiness checks. You are required to submit any information that we may reasonably request while making such checks. All information we receive in this regard will be treated as confidential. To activate the deferred payment option, you may be required to conclude a separate travel services agreement with us.

### 11.3

Payment for the Services and all applicable delivery charges is in advance. We will not charge your debit card or credit card until the booking is confirmed.

## 12. CANCELLATION, ALTERATION OR UNUSED PORTION OF SERVICES

### 12.1

Where any Services you request are cancelled, altered or unused by the corresponding traveller, we will credit your payment vehicle with amounts which are reimbursed (if any) net of all charges, fees, commission, taxes or other amounts deducted by the corresponding producer of the Services in accordance with their cancellation policy and rules and regulations. Issued tickets shall be immediately charged to your payment vehicle. If any reservation is cancelled and/or rebooked before a ticket and/or other travel documents are issued, there shall be no charge for such cancellation and/or rebooking. Additional fees are applicable for cancellations and/or changes of tickets and/or other travel documents which are issued with restrictions. You are responsible for such additional fees, which shall be included in the price of the Services.

## 13. OUR LIABILITY

### 13.1

In providing the Services under a Contract, we shall not be responsible or liable for any acts, errors, omissions, losses, injuries, death, property damage, accidents, delays, nonperformance or any other irregularities, or any indirect or consequential damages resulting therefrom, which may be caused by negligence, defaults, bankruptcies or any other actions of any producer of the Services or other persons engaged in the furnishing of travel and/or travel-related services hereunder. We do not guarantee or ensure the travel and/or travel-related services to be provided by any producer of the Services, the financial position of such producers and/or the reimbursement for any loss experienced as a result of the financial condition of any producers. In the event a producer of the Services defaults prior to providing the Services to you for which payment has been made, we will make reasonable efforts to obtain a refund against such Services from the defaulting producer.

### 13.2

None of the producer of the Services for which we sell tickets or make reservations under a Contract are, or shall be deemed to be our agents, subcontractors, or employees, or of our parent, parent's subsidiaries and affiliates. Neither we nor our parent, our parent's subsidiaries and affiliates shall be liable for any accident, loss, injury or damage which results in personal injury to any traveller, or damage to property and/or to any person in connection with the flights, transportation, accommodation and/or other Services arranged for or provided by us or any producer of Services under a Contract.

### 13.3

We always transfer the benefit of any warranty or covenant of service guarantee to you as publicly communicated by the relevant producer of the Services. We offer no additional guarantee or warranty in relation to the Services.

## 14. EVENTS OUTSIDE OUR CONTROL

### 14.1

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 14.2.

### 14.2

An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

### 14.3

If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

- (a) we will contact you as soon as reasonably possible to notify you; and
- (b) our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Services to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

### 14.4

You may cancel a Contract affected by an Event Outside Our Control which has continued for more than 60 days. To cancel please contact us.

## 15. COMMUNICATIONS BETWEEN US

### 15.1

When we refer, in these Terms, to "in writing", this will include e-mail.

### 15.2

If you are a consumer you may contact us as described in clause 1.2.

### 15.3

If you are a business:

- (a) Any notice or other communication given by you to us, or by us to you, under or in connection with the Contract shall be in writing and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service or e-mail.
- (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at our registered office; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the fifth Business Day (Sundays to Thursdays, both inclusive) after posting or if sent by e-mail, one Business Day after transmission.

(c) In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

(d) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

## 16. OTHER IMPORTANT TERMS

### 16.1

We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms.

### 16.2

You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

### 16.3

This Contract is between you and us. No other person shall have any rights to enforce any of its terms.

### 16.4

Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

### 16.5

If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

### 16.6

These Terms are governed by Bahrain law. This means a Contract for the purchase of Services through our site, its subject matter, its formation, and any disputes or claims related to it are governed by Dubai law. You and we both agree to that the courts of the Dubai International Financial Centre (DIFC) will have exclusive jurisdiction.