

# General Terms and Conditions for the Sale of Tourist Packages

01/01/2025, Dubai, United Arab Emirates

These General Conditions (“ **General Terms** ”) govern the sale of tourist packages (hereinafter also “ **Packages** ” or “ **Tourist Packages** ”) offered by See Ya Tours FZCO (hereinafter, “ **the Company** ”), with registered office in the United Arab Emirates, through its websites and/or authorized sales channels.

## 1. CONTENTS OF THE CONTRACT

1.1. The purchase of a Travel Package implies full acceptance of these General Terms by the customer (“ **Traveler** ”).

1.2. The Company reserves the right to modify the General Terms at any time. However, the modifications apply exclusively to new bookings made after the publication of the modifications themselves.

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## 2. APPLICABLE LAW AND JURISDICTION

### 2.1. United Arab Emirates (UAE) Law

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

### 2.2. Exclusive Court of Dubai

Any dispute relating to the validity, interpretation, execution or termination of this contract shall be submitted exclusively to the jurisdiction of the courts of Dubai, United Arab Emirates.

### 2.3. Possible mandatory provisions for the protection of the consumer

Nothing in these General Terms may prejudice the application of **any mandatory provisions** in force in the country of residence of the Traveller (including in the case of residents of Member States of the European Union), where such provisions are deemed applicable by the competent authorities or jurisdictions.

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## 3. DEFINITIONS AND ROLES IN PACKAGE SELLING

3.1. **Company** : See Ya Tours FZCO, owner of the “Giàlofly” brand, based in Dubai (UAE), which sells the Travel Packages.

3.2. **Traveller** : Any natural or legal person who purchases the Travel Packages for himself

or for third parties.

**3.3. Travel Package (Package)** : Combination of at least two different types of tourist services (transport, accommodation, vehicle rental, ancillary services) sold at an overall price, for the same holiday or trip.

**3.4. Third Party Suppliers** : Companies or professionals who provide specific services (e.g. airlines, hotels, local agencies, transport companies, restaurants) included or not in the Travel Package.

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## 4. PRE-CONTRACTUAL INFORMATION

4.1. The Company provides, before the conclusion of the contract, essential information on the main characteristics of the services offered, including:

- Destination and duration of the Package.
- Type of accommodation and, if applicable, tourist category.
- Transportation modes included (flight, train, bus, etc.).
- Any included meals, excursions, guided tours or other services.
- Total price of the Package and payment methods.
- Any passport, visa and health requirements.

4.2. The Company undertakes to promptly communicate any significant changes prior to departure. In the event of significant changes, the Traveller may evaluate the possibility of accepting the change or withdrawing in accordance with the provisions of applicable law.

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## 5. BOOKING, CONCLUSION OF THE CONTRACT AND PAYMENTS

### 5.1. Booking procedure

Booking is made online or through sales channels authorised by the Company. The Traveller must provide all the requested data truthfully and completely.

### 5.2. Confirmation and payment

- At the time of booking, you may be required to pay a deposit and/or a registration fee, as indicated on the website or in communications with the Company.
- The balance must be paid in the times and ways indicated in the booking form or in the official communications of the Company.

### 5.3. Failure to comply with the payment terms

Failure to comply with the payment terms may result in the termination of the contract and the application of any penalties provided for.

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## 6. PRICE AND PRICE REVISIONS

6.1. The price of the Package is indicated at the time of purchase and may be subject to change only in the event of changes in transport costs, taxes or exchange rates, within the limits permitted by applicable law.

6.2. The Company will not increase the price in the 20 days prior to departure, unless otherwise provided for by the law of the United Arab Emirates or by mandatory provisions of another country applicable to the Traveller.

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## 7. WITHDRAWAL, CANCELLATION AND MODIFICATIONS BY THE TRAVELLER

### 7.1. Right of withdrawal

Unless otherwise provided by mandatory law applicable to the Traveller, the conditions of withdrawal and related penalties are as follows: It is possible to cancel the trip free of charge if communicated at least 60 days in advance. Alternatively, a refund of 65% of the amount is provided if communicated 30 days in advance.

### 7.2. Changes requested by the Traveller

Any changes (e.g. name change, dates, destination) are subject to availability and may incur additional costs.

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## 8. CHANGES OR CANCELLATIONS BY THE COMPANY

### 8.1. Substantial changes before departure

If, before departure, the Company has to significantly change essential elements of the Package (e.g. destination, dates, main services), it will promptly inform the Traveller, who may accept the change or withdraw without penalty (except for the right to any refund).

### 8.2. Cancellation of the Package

The Company may cancel the Package due to force majeure or unavoidable and extraordinary circumstances (including epidemics, natural disasters, conflicts, government restrictions) without compensation other than the refund of the sums paid, to the extent permitted by applicable law.

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## 9. RESPONSIBILITY OF THE COMPANY AND THIRD PARTY SUPPLIERS

### **9.1. Company Responsibility**

The Company is responsible for the performance of the services provided by the Package to the extent that such services are directly managed by the Company.

### **9.2. Services provided by Third Parties**

When the Package includes services provided by Third Party Suppliers (airlines, hotels, local transport, etc.), the Company undertakes to select such suppliers carefully, but the responsibility for delays, poor service or other inconveniences remains with the Suppliers themselves, according to their respective terms and conditions.

### **9.3. Mandatory consumer protection laws**

If the Traveller resides in a country that provides for the extension of the organiser's liability for services provided by third parties (e.g. in some European jurisdictions), the mandatory rules of that country will apply, within the limits and under the conditions set out therein.

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## **10. EXTRAORDINARY CIRCUMSTANCES AND FORCE MAJEURE**

### **10.1. Definition**

Unforeseeable and unavoidable events that make it impossible to carry out the trip (e.g. wars, attacks, epidemics, natural disasters, government restrictions, extreme weather events) constitute force majeure and may justify the termination of the contract without liability for the parties.

### **10.2. Consequences**

In the event of impossibility to continue the trip due to force majeure, the Company will endeavour to provide alternative solutions (e.g. change of destination, postponement), where possible, or reimbursement of the sums paid, within the limits of the regulations in force.

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## **11. TRAVELLER'S OBLIGATIONS**

### **11.1. Travel Documentation**

The Traveller is required to have a passport, visas, vaccination certificates and any other documents required by the local authorities of the countries of destination and/or transit. The Company is not responsible for failure to depart or refusal of entry due to irregular or incomplete documentation.

### **11.2. Health and suitability**

The Traveller must ensure that he or she is in suitable health conditions and, if necessary, consult a doctor before departure. If the Traveller requires special assistance, he or she must inform the Company before purchasing.

### **11.3. Delivery and verification of documents**

The Traveller is responsible for promptly checking travel documents (vouchers, airline tickets, etc.). Any inconsistencies must be reported immediately to the Company.

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## 12. PRIVACY PROTECTION

### 12.1. Applicable law

The processing of personal data collected is carried out in accordance with the legislation in force in the United Arab Emirates.

### 12.2. International data transfers

Since the services are provided on a global scale, the Traveller's data may be transferred to Third Party Suppliers in countries other than the country of residence of the Traveller, including countries that may not offer a level of data protection equivalent to that of the Traveller's country.

### 12.3. Rights of the Traveller

Where applicable, the Traveller may enjoy additional rights provided for by mandatory provisions of their country of residence (for example, if resident in the EU, the rights provided for by the GDPR).

### 12.4. Full information

The detailed information on the processing of personal data is available on the Company's website and must be read and accepted by the Traveller before completing the booking.

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## 13. USE OF THE TRAVELER IMAGE

### 13.1. Authorization to use images

During events, excursions or activities organized by the Company, photos and videos may be taken: the Traveller consents to the use of his/her images for promotional and advertising purposes of the Company, unless explicitly revoked in writing before the start of the trip.

### 13.2. Limits of authorization

The images will not be used in contexts that prejudice the personal dignity or decorum of the Traveller.

### 13.3. Request for exclusion

If the Traveller does not wish to appear in photos or videos intended for publication, he/she must inform the Company in advance, which will make every effort to respect this wish.

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## 14. COMPLAINTS AND ASSISTANCE

### 14.1. Reporting Complaints

Any complaints relating to the performance of the services must be submitted without delay to the Company, providing proof and documentation of the complaint.

### 14.2. Assistance to the Traveller

The Company undertakes to provide reasonable assistance to the Traveller in the event of significant difficulties during the journey, compatible with the circumstances and the responsibilities of the Third Party Suppliers involved.

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## **15. SINGLE TOURIST SERVICES AND RELATED TOURIST SERVICES**

15.1. The purchase of individual tourist services (such as accommodation only, transport only, excursions only, etc.) does not constitute a Tourist Package and falls under the specific contractual conditions of the individual supplier.

15.2. The Company is not responsible for any discrepancies, failures or damages related to services not included in a Tourist Package and purchased separately by the Traveller.

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## **16. SAFEGUARD CLAUSE**

16.1. If any provision of these General Terms is held to be void or unenforceable by any competent authority or court, this shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

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## **17. FINAL PROVISIONS**

17.1. These General Terms, together with any attachments and travel documentation, constitute the entire agreement between the Company and the Traveller and replace any other understanding or agreement, verbal or written, previously entered into between the same parties regarding the sale of Travel Packages.

17.2. The Company reserves the right to add or modify at any time the specific terms and conditions relating to certain destinations or particular types of travel, giving notice to the Traveller.

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## **18. DISCLAIMER FOR SERVICES AND/OR DAMAGES CAUSED BY THIRD PARTY SUPPLIERS**

### **18.1. Third Party Services**

In cases where the Travel Package includes or provides for services provided by third parties (for example bus transport, restaurants, local guides, etc.), the responsibility for the exact execution of such services lies with the individual supplier, according to the respective terms and conditions.

### **18.2. Disclaimer**

See Ya Tours FZCO is not liable for any damage, loss, injury, delay, program

change or other disruption attributable to the actions and/or fault of the third party supplier, unless otherwise established by applicable mandatory laws. The Traveler must contact the third party supplier directly for any complaints, requests for compensation or legal action.

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## **19. INSURANCE COVERAGE**

### **19.1. Insurance providers**

See Ya Tours FZCO, where requested by the Traveller or provided for in the offer, may provide insurance solutions through third-party companies, such as Europ Assistance, Columbus Assicurazioni or other specialized operators.

### **19.2. Choice and policy conditions**

The choice of insurance company and the conditions of the policy (medical-baggage coverage, cancellation, etc.) depend on the options selected at the time of purchase of the Package or at the request of the Traveller. In any case, the related insurance relationships occur directly between the Traveller and the company, and are governed by the specific contractual conditions of the latter.

### **19.3. Limitations and obligations**

It is the Traveler's responsibility to verify that the selected insurance policy is adequate for their travel needs. See Ya Tours FZCO assumes no responsibility for any failure to comply or limitations provided by the chosen insurance company.

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## **20. TRANSPARENCY ON ADDITIONAL COSTS**

### **20.1. Common fund and extra expenses**

In some trips or itineraries, you may be asked to set up a small "common fund" to cover additional expenses, such as fuel, tolls, parking, tourist taxes or other unexpected costs not included in the price of the Travel Package.

### **20.2. Cash Management**

The Trip Leader, or a representative of the group, will manage the common cash, keeping track of expenses in a transparent manner. Any remaining balance will be returned pro rata to the participants, as agreed internally within the group.

### **20.3. Responsibility for additional costs**

If the Traveller incurs additional costs on his own initiative (for example optional upgrades, extra excursions not included, meals not included), such expenses are at his sole expense and cannot be charged to See Ya Tours FZCO unless previously agreed.

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## 21. TRAVELLER'S RESPONSIBILITY

### 21.1. Damage to persons or property

The Traveller is solely responsible for damage caused to persons, property or structures (including those of third party suppliers) due to fraud or negligence, and undertakes to indemnify and hold See Ya Tours FZCO harmless from any compensation claims presented by third parties for such events.

### 21.2. Illegal conduct

In the event of illegal conduct, violations of local laws or regulations (such as possession of prohibited substances, property crimes, disturbance of public peace, etc.), any legal, administrative or criminal consequences will fall exclusively on the Traveller, completely exempting See Ya Tours FZCO from any liability.

### 21.3. Compliance with local rules and regulations

The Traveller undertakes to comply with all laws of the destination country, safety rules and the provisions of local authorities, as well as to behave respectfully towards places, cultures and other people present during the trip.

## DECLARATION OF ACCEPTANCE

By proceeding with the booking, the Traveller declares to have read and accepted all the terms and conditions reported herein and to approve them in their entirety, including the clause relating to the applicable law and the jurisdiction of Dubai (UAE).

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