

TERMS AND CONDITIONS

Please find information on our Terms & Conditions for the services listed below. Please take time to read these terms and conditions. It is important for both of us that you understand our contractual relationship relating to your use of the Channels. This is the user agreement which governs your use of the websites, www.BookinAE.com , or if relevant, one of our other distribution channels and the purchase by you of the services and products we provide. Not all of the products or services we provide are supplied by us, therefore the contract for the product and/or service will be between you and that third party.

****Due to the nature of BookinAE.com Software's real time interfaces, occasionally products may show a price of 0.00. These prices are not valid and will not be confirmed. If you wish to confirm the product you must contact a BookinAE.com representative and confirm the product with them.***

1. Data Protection and Privacy Policy
2. Flights
3. Holidays, Tours/Activities and other travel related products (Holiday Products)
4. Hotels
5. Car Hire / Transfers
6. Limitation of Liability
7. Miscellaneous

A. DATA PROTECTION AND PRIVACY POLICY

Please find below our privacy policy for the BookinAE.com website which shall be deemed to be incorporated into these terms and conditions. We are BookinAE.com webpage of Albania Explorer Ltd. located in Bulevardi "Bajram Curri", P. 1-Maj, 4/34 Tirana / ALBANIA. BookinAE.com takes the privacy of its customers' data very seriously. Please read the following policy to understand how we will treat your

personal data after it has been collected by us through your use of one of our distribution channels. Those distribution channels will include our website, our WAP, PDA and digital TV services, our Interactive Voice Recognition software and other channels as they evolve. If this policy changes then we will let you know via our homepage but we assure you that we only use your data as specified here and for our legitimate business reasons.

When do we collect data?

We can collect data on you from a variety of different sources these include:

- When you purchase products or services from the Website or via any of our other distribution channels;
- When you become a subscriber;
- When you speak to our customer services personnel;
- Via explicit data capture measures, for example by entering competitions and completing surveys;
- Via implicit data capture measures such as studying which pages you read the most and the use of cookies.

In any of the above cases the data we collect could be personal data.

What do we do with your personal information?

When you buy anything via the site or give us any personal data as indicated above, we may need to collect information about you to process the transaction, fulfill your order and provide you with the services you expect then and in the future. This information may include, but is not limited to, details such as your name, your address, your phone number and your credit card details. Unless we have your express consent we will only disclose personal data to third parties if this is required for the purpose of completing your transaction with us. This is of course subject to the proviso that we may disclose your data to certain permitted third parties, such as members of our own group, our own professional advisers

who are bound by confidentiality codes, and when we are legally obliged to disclose your data. By becoming a subscriber you consent to receive from us by e-mail our e-newsletter and details of other special offers which we may think may be of interest to you. BookinAE.com retains and uses your personal information to provide you with the best remote commerce (including electronic and mobile commerce) experience by providing you with a personalized service and to give you details of offers which we think will be of interest to you. We may also use the information to process any transactions you undertake with us and for internal administration and analysis. For quality assurance and training reasons we record most of the calls you make to us. The personal information that you submit to us through the Website will be collected, stored and processed on our servers in Ireland. By becoming a BookinAE.com customer you consent to the collection, storage and processing of that personal information in Ireland and the transfer of the personal data submitted by you to this Website. For any of the above purposes we may send your information internationally including to countries outside the EEA. Some of these jurisdictions offer differing levels of protection of personal information, not all of which may be as high as Ireland.

Cookies

The Website, which is owned and operated by the BookinAE.com group uses cookies. A cookie is a small text file of which there are three types:

o Session cookies

These are used to maintain something called session state. If you consider your journey through the site to be a conversation with us, this cookie just reminds the Website where we were in that conversation (for instance if at some point in the conversation you asked us to add a hotel to your basket, next time you click on the basket it is still there). These are required for the site to function but are not used in any way to identify you personally.

o Permanent cookies

These store a few numbers on your hard drive. You can view them by looking in the cookies directory of your browser installation if you are interested. They last for a long time and each time you come to our

site you send us a copy of them. We use them to identify you between visits. For instance if you were looking at hotels in Dublin last time you were on the Website and we have a great hotel deal we may use this cookie to recognize you and show you our great deal. They are not required for the site to work but may enhance your experience. We do not store any personal data in these cookies, just a unique number that identifies you to us.

o Third Party Cookies

You may have noticed that we carry advertising from third parties on our site. Occasionally they may send you a cookie. We have no control over these. Although you cannot block "session" cookies as they are required for our Website to function correctly you can configure your internet browser so that it can reject both "permanent" and "third party" cookies. How you do this will depend upon the internet browser you use (for example, Internet Explorer 5, Netscape 4 or Opera etc.) and it is therefore impractical for us to detail here how you can reject those cookies. Please refer to the relevant internet browser manufacturer's website where you should be able to receive all the information you need.

Third Party Advertising

The ads appearing on this Website are delivered to you, on our behalf, by our Web advertising partner. Information about your visit to this site, such as number of times you have viewed an ad (but not your name, address, or any other personal information), is used to serve ads.

Data

In Albania we operate, and we are registered in accordance with applicable data protection legislation.

Consent

By disclosing your personal information to us using this website or over the telephone, you consent to the collection, storage and processing of your personal information by BookinAE.com in the manner set out in this Privacy Policy. Some information and e-mails sent to BookinAE.com may be used as testimonials but no e-mail address or contact details will be displayed.

Opt-Out Policy

BookinAE.com Newsletter subscribers have the option to opt-out of receiving further information from us.

[Click here to unsubscribe.](#)

Change/Modify Details

To change your e-mail address details, or any aspect of your BookinAE.com account or if you need to Modify or Change your personal details after you have made a purchase on the site please email us as soon as possible.

Contact

If you have any questions or concerns about the information we hold about you, you can also email us at contact@BookinAE.com

1. FLIGHTS

1. Regular Flights

When you purchase a flight from BookinAE.com you are using a service provided by GDSs or a Low Cost Carrier. Generally the more flexible the ticket the more expensive it is likely to be and you need to take various points into consideration before deciding between the fares on offer. To help you, below are BookinAE.com's general booking conditions. Please read them carefully.

Contract

Any booking made or order placed by you, whether through the BookinAE.com website or otherwise, shall be deemed an offer by you to purchase the relevant items subject to these booking conditions. Note that BookinAE.com is selling the tickets as agents for the airlines, which means the contract for the flight product will be between you and the airline. Please note that for each ticket there are additional terms

which are specific to that fare. They may, for example, state that the ticket is non-cancellable or non-refundable, and have other information relating to itinerary and refunds. You must read the FLIGHT RULES for each ticket. You can find the relevant FLIGHT RULES on BookinAE.com website when you progress through the purchase path. You are responsible for complying with any airline's terms in relation to check-in times, reconfirmation of flights or other matters. In relation to flight tickets, you are required to use all flight coupons in order of sequence. If this requirement is not met the airline may void the ticket. A contract arises between you and the airline when we send you a confirmation e-mail confirming that they have accepted your booking.

Fares

All fares are quoted exclusive of taxes, plus the tax amount and then a total. These are added together to form your final quotation. Fares are subject to change without prior notice and are only guaranteed when following confirmation of the contract.

Reservations

Be aware that certain airlines do not maintain "real time" seat availability in the airline reservations system to which we connect. Whilst every effort is made to reflect the true situation, instances may occur when airlines cancel sales. BookinAE.com will advise you within one working day if this is the case and will do all they can to reinstate your booking.

Tickets

If it is not possible to get your flight tickets to you (e.g. because your travel date is imminent) we may insist that you have an "e-ticket" or a (ticket on departure) generated. A TOD is when you will have to pick up your ticket at your point. Don't worry, BookinAE.com will make sure you know exactly where to pick up your tickets. Where an airline provides e-ticketing on a specific route this will be the only ticketing option made available. Electronic tickets are stored in the airline's computer rather than printed on paper. The service is similar to the traditional paper ticket process but eliminates the time and hassle associated with purchasing or exchanging a paper ticket. When you arrive at the airline check in desk you will be required

to present an official form of identification (i.e. driver's licence or passport) to receive your boarding pass. Please note that you must print out your confirmation page or confirmation email to show to the airline. If you are flying with KLM, Air France or SAS, you will also need to present the credit/debit card you paid with. Because your e-ticket is held in the airline's computer, you cannot forget it or lose it. More importantly, your e-ticket cannot be stolen, saving you the cost of a replacement ticket. You do not have to wait for your e-ticket to be delivered to you.

Flight Reconfirmation

All onward and return flights must be reconfirmed with the relevant airlines at least 72 hours prior to the commencement of that leg of the journey unless specifically informed otherwise by that airline.

BookinAE.com accepts no responsibility for bookings cancelled due to non-compliance with rules set by that particular airline. BookinAE.com also take no responsibility for any flight rescheduling en route.

Passports/Visas/Health Requirements

BookinAE.com is very happy to inform you of current documentation requirements if you so require. It is incumbent upon you to ensure that you meet the passport, visa, health requirements of the countries you wish to visit and those that you transit (even if it is for a plane change). Many countries require that your passport should be valid for a period of (a minimum) six months from the date of arrival into that country.

BookinAE.com does not accept any responsibility if you should be denied boarding or deported due to non-fulfillment of the above.

Insurance

BookinAE.com strongly urges you to carry appropriate travel insurance to cover you for cancellation, health, baggage etc.

Airline regulations/conditions of carriage

Please note that in all transactions BookinAE.com acts as agents of the airlines you have chosen to book on.

Cancellation / Amendments

If you need to change or cancel your travel plans, it is your responsibility to notify BookinAE.com in writing of such request. Some tickets are non-refundable, but can be applied (for a limited time) toward future travel, less any applicable penalties. Some tickets do not allow changes. BookinAE.com applies an administration fee of **€10 per booking** for any modifications, changes or cancellations to fares. This will be regardless of the price or face value of the fare. In addition to the BookinAE.com charges, most airlines also have a penalty or cancellation fee for any changes or cancellations to fares. Please ensure you read the FLIGHT RULES for the fare selected as airline charges are notified in those rules depending on whether you wish to cancel or change your flight. If you are holding a booking for which a ticket has been arranged and you do not notify us in writing of your desire to cancel, this will be treated as a "no show" and could result in you losing all that you paid.

Refunds

If you want to cancel your journey it is important that you notify us in writing with utmost urgency. This enables us to cancel your reservation with the airline. If you already have your ticket please submit it to us.

Tickets must be sent to:

Customer Service Albania Explorer (BookinAE.com), Bulevardi "Bajram Curri", P. 1 Maji, 4/34, Tirane, ALBANIA.

On receipt of the ticket we will send you an acknowledgment that we have received it. Those tickets which are refundable or canceled by us will be processed and refunded back to your credit card in approximately 6 weeks from our receipt of the ticket. Some tickets may need to be submitted to the airline for the cancellation and/or refund to be authorized. In this event your refund request may take longer, but we will advise you in our acknowledgment of the expected turnaround period. Please note that most airlines do not refund on part used tickets. Tickets which are returned more than 1 year from date of issue are classified as expired tickets and must be submitted to the airline for their authority to refund.

Lost Tickets

If you lose your tickets, it may be possible to re-issue them for a fee. The amount payable will depend on the circumstances of the loss and how close to the travel date you discover it. However, not all tickets can be re-issued; which is another good reason for ensuring you have sufficient insurance cover. Tickets will be dispatched to you in accordance with your instructions and we accept no responsibility for their delivery. Lost tickets which cannot be re-issued are refunded at the sole discretion of the airline; these refunds can take up to one year to be authorized.

Liability

As BookinAE.com acts as agent this will mean that it will have no contractual liability to you in respect of the flight product. However, it may still be liable to you if it has been negligent; it has misrepresented important information or has been in breach of any other relevant law.

Unreasonable behavior

If in the reasonable opinion of a person acting in authority you are not fit to travel, he or she may refuse to let you board the aircraft. Normally this happens if such person thinks you are likely to disturb or harm other passengers. In this case your contract with BookinAE.com will end immediately and we will no longer be responsible for you.

2. CHARTER FLIGHTS

1. In the sale of charter flights BookinAE.com acts as agent for various third party suppliers. The contract for the charter flight will be between you and the relevant supplier and you will be subject to their terms and conditions. Please contact Customer Services who will be able to provide those terms and conditions to you.

2. In the event of cancellation for whatever reason you may be liable to pay BookinAE.com an administration fee of **€10**. Please be aware that this fee will be in addition to any charge you may have to pay the supplier.

3. PACKAGE HOLIDAYS, TOURS/ACTIVITIES, AND OTHER HOLIDAY/TRAVEL RELATED PRODUCTS ("HOLIDAY PRODUCTS") AND PACKAGE HOLIDAYS WHICH YOU PACKAGE YOURSELF.

1. When you purchase a pre-packaged holiday from the Website, it may be pre-packaged by BookinAE.com or by a third-party supplier. Don't worry, we will let you know who the tour operator is at the time of booking.

2. When you purchase a pre-packaged holiday supplied by a third-party supplier, please remember that, in addition to these terms, you will be subject to the terms and conditions of the third-party supplier.

3. Where the third-party supplier of the pre-packaged holiday allows you to cancel or modify a pre-packaged holiday you must contact BookinAE.com in writing of such a request. Unless we receive such a written request BookinAE.com will be unable to effect that request on your behalf. Please note that because the contract for the pre-packaged holiday is between you and the supplier, BookinAE.com has no discretion in deciding whether the pre-packaged holiday can be cancelled or modified.

4. Any visa, passport and inoculation requirements are your responsibility and failure to obtain the relevant documentation is not the responsibility of BookinAE.com

5. Please note, some of our pre-packaged holidays are sold "subject to availability". What this means is that we do not confirm your order immediately (your first confirmation e-mail will just be an acknowledgment of order) but we will pass your details onto our suppliers who will check to see if the pre-packaged holiday is available, if it is they will book it for you, if it is not they will revert to you directly.

6. If it is not possible to get tickets for the pre-packaged holiday to you (e.g. because your travel date is imminent) we may insist that you have an “e-ticket” or a TOD (ticket on departure) generated. A TOD is when you will have to pick up your ticket at your point of departure. Don’t worry, we will make sure you know exactly where to pick up your tickets. Where an airline provides e-ticketing on a specific route this will be the only ticketing option made available. Electronic tickets are stored in the airlines computer rather than printed on paper. The service is similar to the traditional paper ticket process, but eliminates the time and hassle associated with purchasing or exchanging a paper ticket. When you arrive at the airline check in desk you will be required to present an official form of identification i.e. driver's license or passport to receive your boarding pass. Please also note that you must print out your confirmation page or confirmation email to show to the airline. If you are flying with KLM, Air France or SAS, you will also need to present the credit/debit card you paid with. Because your electronic ticket is held in the airlines computer, you cannot forget it or lose it. More importantly, your electronic ticket cannot be stolen, saving you the cost of a replacement ticket. You do not have to wait for your ticket to be delivered to you.

7. When you purchase a pre-packaged holiday where BookinAE.com is the tour operator, your contract will be with BookinAE.com and will be governed by these special terms and conditions and by BookinAE.com’s package holiday terms and conditions. BookinAE.com’s package holiday terms and conditions can be found during the online purchase path for such a pre-packaged holiday.

8. When you create your own package holiday (for example when you package together two or more of a flight, hotel and/or a tour or excursion) on the Website your contract will be governed by these special terms and conditions and by BookinAE.com’s package holiday terms and conditions. BookinAE.com’s package holiday terms and conditions can be found during the online purchase path for such a dynamically packaged holiday (flight + hotel).

9. In the event of cancellation for whatever reason you may be liable to pay BookinAE.com an administration fee of **€10**. Please be aware that this fee will be in addition to any charge you may have to pay the supplier.

4. HOTELS

1. All hotel discounts advertised are based on the discounts from the full "rack rate" including VAT and are correct at the time the offers are first advertised on any Channel. However, please note that some hotels in other countries may also charge local or other taxes, which may not be included in the offer.

2. "Rack rate" is the rate published by a hotel which is the maximum it will charge for any room.

3. If you wish to cancel your hotel room, you may do so online or please contact our customer services by telephone on +355 42251581. We also accept email cancellations on contact@BookinAE.com. Please include your order number, registered email address and details of your cancellation. In the event of cancellation for whatever reason you may be liable to pay BookinAE.com an administration fee of **€10**. This could be in addition to any cancellation charge any hotel may impose. Most of the hotels on offer on our website can be cancelled free of charge up to 72 working hours prior to arrival.

4. Prices stated are on per room, per night basis and include VAT unless otherwise stated.

Accommodation as specified is a standard room, on a room only basis including state tax. Should you have any special requests in respect of ground floor or adjoining rooms etc, these are very much subject to availability and cannot be guaranteed under any circumstance. Homes and apartments are cleaned prior to arrival and are generally not cleaned again during your stay. Most hotel rooms consist of two double beds and can sleep up to four persons except in New York where the rooms tend to be much smaller and generally have a double bed or similar in them. In many hotels, where the maximum occupancy of the room exceeds the number of beds listed in the brochure description a roll away bed can be provided at a charge per night usually payable locally. References to triple rooms refer to the number of occupants in a room rather than the number of beds.

5. Please be aware that the hotel room photos are only a depiction of the type of rooms on offer and may not represent the actual room described. Every effort has been made to ensure the accuracy of descriptions and information. Where we are aware that a facility or service advertised on this site we will

not be open or available during the period of your holiday, we will take steps, wherever possible, to notify you prior to travel.

6. It is standard policy that check-in at any hotel, apartment or home is not normally before 3 pm. It is generally required that you check out of your accommodation by 11 am.

7. Unless otherwise stated, breakfast, lunch and dinner are not included.

8. Star ratings may differ according to the country where the hotel is located and are out of the control of BookinAE.com. Therefore BookinAE.com cannot be held responsible for any misconceptions relating to star ratings.

9. Please note foreign hotel room advertisements displayed on the Website may have room rates identified in both Euro as well as the local currency, or any other currency as requested by the specific hotel supplier. Unless stated otherwise, at the time of final payment, the room rate you will be charged by the hotel shall be as expressed in the local currency (or in any other currency as determined by the hotel) and not in Euro. Please be aware any subsequent conversion of the local currency to Euro by the hotel on your behalf may differ from the Euro room rate advertised on the Website.

10. Whenever we learn of development work / renovations likely to affect the enjoyment of the holiday, we will endeavor to contact the agent if there is the time before departure.

11. If you have any other queries or complaints in relation to your accommodation you must immediately inform our local representative at the location where the incident arises and if asked set out in writing details of your complaint. If it is not possible to do so whilst on location you must notify us of any complaint not later than twenty – eight days after your return.

5. CAR HIRE AIRPORT

1. Car Hire reservation services on the Channels are provided by several suppliers such as Hertz, Ofran. Their terms and conditions can be found on the purchase path when purchasing car hire.

2. In the event of cancellation for whatever reason you may be liable to pay BookinAE.com an administration fee of **€10**. Please be aware that this fee will be in addition to any charge you may have to pay the supplier.

6. TRANSFERS

1. Transfers reservation services on the Channels are provided by several suppliers. Their terms and conditions can be found on the purchase path when purchasing car hire.

2. In the event of cancellation for whatever reason you may be liable to pay BookinAE.com an administration fee of **€10**. Please be aware that this fee will be in addition to any charge you may have to pay the supplier.

7. LIMITATION OF LIABILITY

Non Consumers

1. Our aggregate liability in respect of any loss or damage suffered by you and arising out of or in connection with the subject of these terms, whether in contract, tort (including negligence) or otherwise, in respect of any booking, is up to 100% of the value of that booking.

2. We shall not be liable, in contract, tort (including negligence) or for breach of statutory duty or in any other way for:

3. any economic losses (including loss of revenues, profits, contracts, business, data, data use or anticipated savings); or

4. any loss of goodwill or reputation; or

5. any special or indirect or consequential losses; in any case, whether or not such losses were within the contemplation of the parties at the date we accept your booking or were suffered or incurred by you

arising out of or in connection with the use of or access to any materials or services provided on or via this website or any failure of performance, error, omission, interruption, defect, delay in transmission, computer virus or telecommunications failure or any other matter.

Consumers

We will not be liable under this contract for any loss or damage caused whether or not by us or our employees or agents, in circumstances where:

1. there is no breach of a legal duty of care owed to you by us or by any of our employees or agents;
2. such loss or damage is not a reasonably foreseeable result of any such breach;
3. any increase in loss or damage resulting from breach by you of any term of this contract;
4. The losses are business losses, and/or losses to non-consumers.

Assignment

These terms and the agreement are between you and us. You are not entitled to assign or delegate your rights under them.

8. MISCELLANEOUS

1. You accept financial responsibility for all transactions made under your name or account.
2. In order to make a purchase you must be over 18 years old, be purchasing for yourself and have the legal capacity to make the transaction.
3. You must make sure that all the information you provide to us is true and accurate.
4. You must not use the website for speculative, false or fraudulent bookings.
5. The transmission of threatening, defamatory, pornographic, political or racist material or any material that is otherwise unlawful is expressly prohibited.

6. The site and any content may not be modified, copied, transmitted, distributed, sold, displayed, licensed, or reproduced in any way by you, except if you wish to make copies of the website for your own personal and non-commercial use.

7. This user agreement is between you and BookinAE.com.

8. If you wish to contact us on any issue detailed in these terms you may do so by contacting our customer services

("Customer Services/Care") by any of the following methods:

§ By emailing contact@BookinAE.com

§ By writing to us at AlbaniaExplorer.com / Bulevardi "Bajram Curri", P. 1 Maj, 4/34, Tirane, ALBANIA

§ By faxing us on FAX: +355 4 2251581

§ Or calling us on TEL: +355 4 2251581 (MOB: 00355 68 2020420)

In order for us to assist with your query as quickly as possible, please make sure that you have your order number before you call us. In most cases we can only discuss order information with the person who made the booking, or one of the passengers on a booking.

9. Where your contract is not with BookinAE.com but with a third party supplier such as a tour operator or hotel, BookinAE.com may pass your credit card (or details of any other payment method allowed) and any other essential booking details to that third party. The placing of an order for any goods and services by you will constitute consent to us passing on such details. You undertake to tell us that the details you give to us while using the Channels are correct, in particular that the credit or debit card you are using is your own and that there are sufficient funds to cover the cost of the product or service. If there are any changes to the details supplied to us by you it is your responsibility to inform BookinAE.com by contacting our Customer Services as soon as possible.

10. We won't send you emails which you do not want but we can't guarantee that third parties to whom your details are sent won't do so.

11. Our Channels will not stop you from making impossible bookings such as two flights to the same place at the same time or a flight to one place and theater tickets to another at the same time. If you make that kind of booking we won't give you a refund.

12. We will do our best to correct errors and omissions as quickly as practicable after being notified of them. However because of the sophisticated technology that is required in operating BookinAE.com there may be times when obvious errors occur. For example, very occasionally, this may result in a price, product or service or other detail displayed or presented on a Channel being incorrect. In this case we reserve the right to cancel that contract, but this of course will be without any liability to you.

13. BookinAE.com does not make any warranty that the website is free from infection by viruses or anything else that has contaminating or destructive properties.

In the event of cancellation for whatever reason you may be liable to pay BookinAE.com an administration fee of **€10**. This could be in addition to any cancellation charge any supplier may impose.

LIMITATION OF LIABILITY

Non Consumers

1. Our aggregate liability in respect of any loss or damage suffered by you and arising out of or in connection with subject of these terms, whether in contract, tort (including negligence) or otherwise, in respect of any booking, is up to 100% of the value of that booking.

2. We shall not be liable, in contract, tort (including negligence) or for breach of statutory duty or in any other way for:

3. any economic losses (including loss of revenues, profits, contracts, business, data, data use or anticipated savings); or

4. any loss of goodwill or reputation; or

5. any special or indirect or consequential losses; in any case, whether or not such losses were within the contemplation of the parties at the date we accept your booking or were suffered or incurred by you arising out of or in connection with the use of or access to any materials or services provided on or via this website or any failure of performance, error, omission, interruption, defect, delay in transmission, computer virus or telecommunications failure or any other matter.

Consumers

We will not be liable under this contract for any loss or damage caused whether or not by us or our employees or agents, in circumstances where:

1. there is no breach of a legal duty of care owed to you by us or by any of our employees or agents;
2. such loss or damage is not a reasonably foreseeable result of any such breach;
3. any increase in loss or damage resulting from breach by you of any term of this contract;
4. the losses are business losses, and/or losses to non-consumers.

Assignment

These terms and the agreement are between you and us. You are not entitled to assign or delegate your rights under them.