

Conditions of Contract

dnata, P.O. Box 1515, Dubai, United Arab Emirates (“we”, “us” or “our”) provides the marhaba services to Customers (“ you” or “your ”) either by itself or through its suppliers.

Any voucher and all other documents and coupons issued in respect of the marhaba services are furnished and issued subject to these Conditions of Contract and to any and all terms and conditions of the owners, operators, public carriers and such other persons who provide marhaba services to you. Copies of such terms and conditions are available on request. The purchase of marhaba services shall be deemed to constitute your consent and acceptance of these Conditions of Contract.

1. Definitions

In these Conditions of Contract:

- (a) “Booking Form” means the marhaba services Booking Form which is used by walk-in Customers.
- (b) "Call Centre" means the marhaba services call centre on +971 800 627 4222.
- (c) "Conditions of Contract" means these conditions of contract as amended by us from time to time.
- (d) "Customer(s)" means any person booking marhaba services and/or covered by that booking.
- (e) "marhaba services" means all and any of the services and products provided by us as described on the Website, as updated from time to time.
- (f) “No Show” means the failure by any Customer for whom marhaba services have been booked to utilize those marhaba services for any reason, including due to a failure by the Customer to present themselves at the designated time or location for the use of those marhaba services.
- (g) “Third Party partner” refers to the company that provides the service on marhaba’s behalf which also includes the parent, affiliate, associate, and subsidiary companies.
- (h) “Website” means the marhaba services website at www.marhabaservices.com

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3. Location Specific Terms and Conditions

3.1. marhaba Dubai

Applicable to Lounge and Meet & Greet Services operated at – Dubai International and Al Maktoum airports. This service is operated by marhaba services.

3.1.1. Booking marhaba Services

3.1.1.1 We will provide the marhaba services to you and any other person covered by your booking on arrival at, or departure from, Dubai International Airport irrespective of your airline or class of travel. Bookings may be made on a Booking Form, through the Call Centre or on the Website. Bookings containing incorrect Customer details, flight details, terminal details and/or product selection may be considered void by us.

3.1.1.2 Bookings must be received by us not less than 24 hours prior to your scheduled arrival / departure time. Bookings made using the Booking Form or through the Call Centre less than 24 hours prior to your scheduled arrival / departure time will be subject to availability and supplementary charges. Online bookings made less than 24 hours prior to your scheduled arrival / departure time will not be accepted.

3.1.1.3 Any Amendments to an existing booking that are requested less than 10 hours prior to the originally scheduled flight arrival / departure time will be subject to last minute booking charges and availability.

3.1.1.4 Any cancellations made less than 8 hours prior to the originally scheduled flight arrival / departure time will be charged in full. For any amendments or cancellations please notify marhaba on: marhaba@marhabaservices.com or call on +971 800 627 4222.

3.1.1.5 Charges for marhaba services are payable in full when a booking is made. Cancellations and amendments are subject to clause 3.1.1.3 and 3.1.1.4 above. No refund will be made in respect of No Shows.

3.1.1.6 We shall be entitled to cancel, alter or omit any part of the marhaba services for which you have made a booking with or without notice to you and at our sole discretion. In particular, delays and cancellations may result from factors beyond our or our suppliers' control such as the weather, accidents, governmental restrictions, and other events of force

majeure. In such cases, our liability is limited to re-performance of the cancelled marhaba services. In exceptional circumstances, a refund or partial refund may be given in our discretion and/or the discretion of the supplier of the marhaba services concerned, but is not guaranteed.

3.1.2 Products and services provided by third parties

3.1.2.1 Where we offer products or services provided by third parties (for example, limousine transfers, floral deliveries, hotels or mobile sim card services) and issue you with a voucher relating to any such products and services, we are acting only as agent for the third party concerned. The terms and conditions of the third party will apply to you and any refund will be subject to those terms and conditions.

3.1.2.2 We will have no liability to you regarding any products and services provided by a third party unless caused solely by our negligence.

3.1.3 Liability

3.1.3.1 To the maximum extent permitted by law, we accept no responsibility for any damage, loss, accident, sickness, injury or death that you or anyone else may suffer or incur arising out of the marhaba services and/or in connection with these Conditions of Contract. All personal effects are at your sole risk at all times. We shall not be liable and you shall waive all rights of claim you might have against us for any inconvenience, loss, damage or otherwise caused in the event that we are unable to provide you with any or all of the marhaba services if we are directed to deny the provision of the marhaba services to you by any airport authority or government department or representatives.

3.1.3.2 We accept no liability for the consequences of any delay or for any loss, cost or expense incurred by you as a result of the actions of any third party including without limitation the Customs or Immigration Authorities at Dubai airports. You accept that you are responsible for compliance with all governmental regulations upon entry into and exit from Dubai airports or such other international airport where we offer the marhaba services and for ensuring that all required documents are in order and that any conditions to which such documents are subject are complied with.

3.1.3.3 You agree to indemnify us in respect of all claims, damages, losses, costs and expenses (including legal expenses) which are awarded against or incurred by us as a direct result of your acts or omissions or the acts or omissions of any person covered by your booking in the course of booking and/or using the marhaba services.

3.1.3.4 Under no circumstances shall we be liable to you in contract, tort (including negligence) or otherwise for any consequential, exemplary, special, indirect, incidental or punitive damages.

3.1.4 Baggage Services

Refer to full Terms and Conditions here <https://dubz.com/pages/service-terms-conditions>. Please read these customer terms and conditions (the "TERMS") carefully before using the services offered by DUBZ ("DUBZ" / "We" / "Us" / "Our"), operated and represented by Delivering Your Bags Passenger Luggage Delivery L.L.C., a company incorporated with limited liability in the Emirate of Dubai, United Arab Emirates. These terms set forth the

legally binding terms for your ("User") use of the website at <http://www.dubz.com/>, all other sites owned and operated by DUBZ that redirect to <http://www.dubz.com/> and all subdomains, and the services owned and operated by DUBZ ("Website", "Apps", "Platforms").

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3.2. marhaba Geneva

3.2.1 Lounge Services

This service is operated by marhaba services.

Requests are to be made at least 24 hours prior to flight departure or arrival.

Cancellation and amendments to booking requests must be received at least 24 hours prior to the Customer's date of visit or 50% cancellation charges will apply. In the event of a flight cancellation, passengers are required to provide proof of flight cancellation in order to attain a refund.

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3.2.2 Meet & Greet Services

This service is operated by marhaba services. Please contact our services 10 minutes before arriving at the airport on +41 22 555 9460.

Children are billed at the same rate as adult. A maximum of 1 (one) infant, below 2 years old, providing they do not require a seat in the car, is free.

For Meet & Greet products which include lounge access, the minimum age for young adults who are not accompanied by an adult is 18.

For Meet & Greet products without lounge access, the minimum age for young adults who are not accompanied by an adult is 15.

Meet & Greet Services include 3 bags included per service. Additional bag will be subject to a fee of CHF 20.00 per bag.

Last minute booking made less than 48 hours before service time will incur additional 20% fee

Amendments to booking requests received 48 hours prior to the Customer's booked service time, 25% amendment surcharge will apply.

Amendments to booking requests received 24 hours prior to the Customer's booked service time, 50% amendment surcharge will apply.

Cancellations to booking requests received more than 7 days prior to the Customer's date of visit are free.

Cancellations to booking requests received between 7 days and 96 hours prior to the Customer's booked service time 25% cancellation charges will apply.

Cancellations to booking requests received 96 to 48 hours prior to the Customer's booked service time 50% cancellation charges will apply.

Cancellations to booking requests received less than 48 hours prior to the Customer's booked service time 100% cancellation charges will apply.

In case of no show 100% of the rate applies.

In the event of a flight cancellation, passengers are required to provide proof of flight cancellation in order to attain a refund.

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3.3. marhaba Karachi

3.3.1 Lounge Services

This service is operated by gerrys dnata on behalf of marhaba services.

Requests are to be made at least 24 hours prior to flight departure or arrival.

Cancellation and amendments to booking requests must be received at least 24 hours prior to the Customers' date of visit or 50% cancellation charges will apply. In the event of a flight cancellation, passengers are required to provide proof of flight cancellation in order to attain a refund.

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3.4. marhaba Manila

3.4.1 Lounge Services

This service is operated by marhaba services.

Requests are to be made at least 48 hours prior to flight departure or arrival.

Cancellation and amendments to booking requests must be received at least 48 hours prior to the Customers' date of visit or 50% cancellation charges will apply. In the event of a flight cancellation, passengers are required to provide proof of flight cancellation in order to attain a refund.

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3.5. marhaba Melbourne

3.5.1 Lounge Services

This service is operated by marhaba services.

Requests are to be made at least 72 hours prior to flight departure or arrival.

marhaba Lounge shall be entitled in its absolute discretion to refuse Customer access to the Lounge or to remove a Customer from the Lounge in the following circumstances: a) If a Customer is suspected to be intoxicated, not orderly or is deemed to disturb other guests' comfort and peaceful enjoyment of the Lounge; or b) If a Customer refuses to present their Voucher, as a means of identification; or c) In the event of an emergency.

Cancellation and amendments to booking requests must be received at least 8 hours prior to the Customers' date of visit or 50% cancellation charges will apply. If cancellation received less than 4 hours, 100% cancellation charges will apply. In the event of a flight cancellation, passengers are required to provide proof of flight cancellation in order to attain a refund.

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3.6. marhaba Milan

3.6.1 Meet & Greet Services

This service is operated by dnata on behalf of marhaba services.

Please communicate your flights during booking procedures and contact our services 15 minutes before arriving at the airport on +39 335 6489008.

Requests are to be made at least 36 hours prior to flight departure.

Charges for marhaba services are payable in full when a booking is made.

A maximum of 1 (one) infant, below 2 years old is free.

For Meet & Greet products which include lounge access, the minimum age for young adults who are not accompanied by an adult is 18.

For Meet & Greet products without lounge access, the minimum age for young adults who are not accompanied by an adult is 15.

Cancellation and amendments to booking requests must be received at least 36 hours prior to the Customers' date of visit. All cancellations received less than 36 hours in advance will be charged at full price except for any extra services where a cancellation policy will be communicated at the time of booking. In the event of a flight cancellation,

passengers are required to provide proof of flight cancellation in order to attain a refund. No refund will be made in respect of No Shows.

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3.7. marhaba Singapore

3.7.1 Lounge Services

This service is operated by marhaba services.

Requests are to be made at least 1 hour prior to flight departure.

Cancellation and amendments to booking requests must be received at least 24 hours prior to the Customers' date of visit or 50% cancellation charges will apply. In the event of a flight cancellation, passengers are required to provide proof of flight cancellation in order to attain a refund.

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3.8. marhaba Zurich

3.8.1 Lounge Services

This service is operated by marhaba services.

Requests are to be made at least 24 hours prior to flight departure or arrival.

Cancellation and amendments to booking requests must be received at least 24 hours prior to the Customers' date of visit or 50% cancellation charges will apply. In the event of a flight cancellation, passengers are required to provide proof of flight cancellation in order to attain a refund.

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3.9. marhaba Australia

3.9.1 Meet & Greet Services

This service is operated by marhaba services.

Applicable to Meet & Greet Services operated at – Adelaide, Brisbane, Melbourne, Perth and Sydney airports.

When booking a service, you hereby accept the following Terms and Conditions:

“We” is referring to dnata Australia.

The charges for all services for more than one passenger are applicable if the additional passenger(s) travel(s) on the same flight and the services are provided at the same time.

Children are billed at the same rate as adult.

For Meet & Greet products which include lounge access, the minimum age for young adults who are not accompanied by an adult is 18.

For Meet & Greet products without lounge access, the minimum age for young adults who are not accompanied by an adult is 15.

Services shall be booked online 72 hours in advance.

7 days' notice required for agents to assist with desired languages. Note: Best endeavours will be made to ensure most languages are covered.

All services are provided in conjunction with the airport infrastructure and we are not liable should the Airport authorities temporarily or remove and / or refuse access to, but not limited to, the Fast Track for example.

We are not liable for any incident, accident, injury, illness in any kind or any form linked with our services and our subcontractors.

We are not liable for any consequence resulting in missed service such as plane tickets, hotel reservation etc. The liability is limited exclusively to the price of the service paid. All payments hereunder shall be made in Australian Dollars (AUD).

The handling charges agreed upon are exclusive of at 10% Goods & Services Tax (GST). We shall be entitled to cancel, alter or omit any part of the marhaba services for which you have made a booking with or without notice to you and at our sole discretion. In particular, delays and cancellations may result from factors beyond our or our suppliers' control such as the weather, accidents, governmental restrictions, and other events of force majeure. In such cases, our liability is limited to re-performance of the cancelled marhaba services. In exceptional circumstances, a refund or partial refund may be given in our discretion and/or the discretion of the supplier of the marhaba services concerned, but is not guaranteed.

In the event of a flight cancellation, passengers are required to provide proof of flight cancellation in order to attain a refund.

Cancellation requests and amendments must be received by the Handling Company at least 72 hours prior to the Customers' date of visit. The Customer may cancel or amend the booking, with less than 72 hours prior notice to the Customers' date of visit, subject to payment to the Handling Company a cancellation fee as follows:

- (a) more than 72 hours prior notice, no charge;
- (b) between 24 and 72 hours prior notice, 50% charge.
- (c) less than 24 hours prior notice, 100% charge.

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3.10. marhaba Zanzibar

3.10.1 Lounge Services

This service is operated by marhaba services.

Requests are to be made at least 24 hours prior to flight departure or arrival.

There is no cash payment available for walk-in customers.

Cancellation and amendments to booking requests must be received at least 24 hours prior to the Customers date of visit or 50% cancellation charges will apply. In the event of a flight cancellation, passengers are required to provide proof of flight cancellation in order to attain a refund. No refunds will be made in respect of no shows.

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3.10.2 Meet & Greet Services

This service is operated by marhaba services.

Children are billed at the same rate as adult. Infants aged 0-2 are free of charge.

For Meet & Greet products which include lounge access, the minimum age for young adults who are not accompanied by an adult is 18.

For Meet & Greet products without lounge access, the minimum age for young adults who are not accompanied by an adult is 15.

Requests are to be made at least 24 hours prior to flight departure or arrival.

Cancellation and amendments to booking requests must be received at least 24 hours prior to the Customers date of visit or 50% cancellation charges will apply.

In the event of a flight cancellation, passengers are required to provide proof of flight cancellation in order to attain a refund. No refund will be made in respect of no shows.

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3.11. marhaba Amsterdam

3.11.1 Meet & Greet Services

This service is operated by marhaba services..

Children are billed at the same rate as adult. Infants aged 0-2 are free of charge.

For Meet & Greet products which include lounge access, the minimum age for young adults who are not accompanied by an adult is 18.

For Meet & Greet products without lounge access, the minimum age for young adults who are not accompanied by an adult is 15.

Requests are to be made at least 48 hours prior to flight departure or arrival.

Cancellation and amendments to booking requests must be received at least 24 hours prior to the Customers date of visit or 50% cancellation charges will apply.

In the event of a flight cancellation, passengers are required to provide proof of flight cancellation in order to attain a refund. No refund will be made in respect of no shows.

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3.12. marhaba Clark

3.12.1 Meet & Greet Services

This service is operated by marhaba services.

Children are billed at the same rate as adult. Infants aged 0-2 are free of charge.

For Meet & Greet products which include lounge access, the minimum age for young adults who are not accompanied by an adult is 18.

For Meet & Greet products without lounge access, the minimum age for young adults who are not accompanied by an adult is 15.

Requests are to be made at least 48 hours prior to flight departure or arrival.

Cancellation and amendments to booking requests must be received at least 24 hours prior to the Customers date of visit or 50% cancellation charges will apply. In the event of a flight cancellation, passengers are required to provide proof of flight cancellation in order to attain a refund. No refund will be made in respect of no shows.

3.12.1 Lounge Services

This service is operated by marhaba services.

Requests are to be made at least 24 hours prior to flight departure or arrival.

Child rate is applicable between ages 3 to 12. Infants aged 0-2 are free of charge.

Cancellation and amendments to booking requests must be received at least 24 hours prior to the Customers' date of visit or 50% cancellation charges will apply. In the event

of a flight cancellation, passengers are required to provide proof of flight cancellation in order to attain a refund.

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3.13. marhaba Manchester

3.13.1 Meet & Greet Services

This service is operated by dnata Limited on behalf of marhaba services.

Please communicate your flights during booking procedures and contact our services 60 minutes before arriving at the airport on +44 (0)7711 574145.

Requests are to be made at least 24 hrs hours prior to flight departure.

Charges for marhaba services are payable in full when a booking is made.

A maximum of 1 (one) infant, below 2 years old is free.

For Meet & Greet products which include lounge access, the minimum age for young adults who are not accompanied by an adult is 18.

For Meet & Greet products without lounge access, the minimum age for young adults who are not accompanied by an adult is 15.

Cancellation and amendments to booking requests must be received at least 24 hours prior to the Customers' date of visit.

All cancellations received less than 24 hours in advance will be charged at full price except for any extra services where a cancellation policy will be communicated at the time of booking. In the event of a flight cancellation, passengers are required to provide proof of flight cancellation in order to attain a refund. No refund will be made in respect of No Shows.

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3.14. Alpha Flight Catering Services

3.14.1 Lounge

This service is operated by Alpha Flight Catering Services.

Requests are to be made at least 24 hours prior to flight departure or arrival.

Child rate is applicable between ages 6 to 11. Infants aged 0-5 are free of charge.

Cancellation and amendments to booking requests must be received at least 24 hours prior to the Customers' date of visit or 50% cancellation charges will apply. In the event

of a flight cancellation, passengers are required to provide proof of flight cancellation in order to attain a refund.

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3.15 Global Airport Concierge

This service is operated by Third Party partner Global Airport Concierge.

Applicable to Meet & Greet Services operated at - Amsterdam, Bangkok, Barcelona, Beijing, Birmingham, Cairo, Copenhagen, Dusseldorf, Frankfurt, Guangzhou, Hong Kong, Kuala Lumpur, London, Madrid, Munich, Paris, Prague, Rome, San Francisco, Shanghai, Toronto, Vienna, Mumbai, Hyderabad, Cochin, Kerala and Washington airports - as listed in these Conditions.

3.15.1 Definitions for Global Airport Concierge

- (a) "THIRD PARTY PARTNER" refers to the company that provides the service on marhaba's behalf which also includes the parent, affiliate, associate, and subsidiary companies trading as THIRD PARTY PARTNER, or any other trading name as may apply.
- (b) "Agent" means a service provider engaged as a sub-contractor by THIRD PARTY PARTNER, including its respective officers, employees, agents and representatives or sub-contractors.
- (c) "Meeting" means the place and time at which Passenger are greeted, met, or collected by the Agent or its representative.
- (d) "Customer" or "Passenger" means the traveller, person or entity to whom the Service is delivered.
- (e) "Services" means the Airport concierge services provided by THIRD PARTY PARTNER.
- (f) "Conditions" means these terms and conditions and any special terms and conditions agreed in writing between the parties.
- (g) "Dangerous or Disallowed Goods" means any goods which are or may, be noxious, dangerous, hazardous, inflammable or explosive, illegal or prohibited and goods of a similar nature or which present or may present a comparable hazard.

3.15.2 Terms of Use

By using www.marhabaservices.com or any THIRD PARTY PARTNER - affiliated website, or any third party website through which THIRD PARTY PARTNER is supplied, you agree to be legally bound by these terms, which shall take effect immediately. If you do not agree to be legally bound by all the following Conditions, please do not access and/or use THIRD PARTY PARTNER products, services, booking tools or websites.

3.15.3 Your undertakings and obligations when taking a THIRD PARTY PARTNER service

It is your responsibility, for services beginning at airports, stations or ports, to ensure that you locate and wait for your representative at the meeting point in the specified airside or landside meeting point.

In case of making any bookings through the Customer Services desk it is your responsibility to provide all the required and correct information. Any lack or delay of the information can affect the service and THIRD PARTY PARTNER will not be held responsible for any such event.

It is your responsibility, should you not be able to locate your representative at the start of a service, to call the relevant telephone number as shown on your confirmation email before making alternative arrangements. You acknowledge that failure to do so may be treated as a “no show” and no refund will be made.

It is your responsibility to advise THIRD PARTY PARTNER or the representative of any circumstance that will alter the Booked Service meeting time & place. For example:

- If a flight is retimed or cancelled before its departure
- If a progressive or rolling delay to departure occurs before boarding
- If your flight is changed to a different flight number and/or a new carrier

It is your responsibility for to choose and book a start time that allows sufficient time for the service to take place or the formalities to be completed in good time. It is your responsibility to declare in advance any Dangerous or Disallowed Goods or that will be carried, and you (i) acknowledge that THIRD PARTY PARTNER and its Agent is under no obligation to provide Services to a Customer in possession of such Dangerous Goods, and you (ii) agree to indemnify THIRD PARTY PARTNER and Agent against and hold THIRD PARTY PARTNER and Agent harmless from any penalty, loss, damage, claim, cost or expense which THIRD PARTY PARTNER or Agent may incur directly or indirectly as a result of any breach of this requirement.

3.15.4 Product & Services

THIRD PARTY PARTNER will engage service partners, referred to herein as Agents, to perform all or any part or parts of the Service. The Service will normally begin when the Agent’s representative meets you and will normally end when Agent leaves you. A Departure, Arrival and a Transit service entitles to a maximum time of 3 Hours. Any time after that may incur further charges. Although Airport concierge service is a VIP Meet and Assist service, we without any additional charges do provide Fast Track wherever available and allowed by the relevant Authorities. Airside access at some airports may be subject to possible security restrictions, we will advise at time of booking if this does occur.

3.15.5 Pricing & Inclusions/Exclusions

All prices are inclusive of all Airport, local and service taxes. If a material amendment to an order or Booked Service is requested by the traveller or booker and is accepted by THIRD PARTY PARTNER then the amended price will use the tariffs subsisting at the time of change and additional charges may be payable. The base price quoted at the time of ordering will include all knowable charges for the Service that

has been ordered. Prices do not include foreign departure tax, Immigration clearance charges i.e. Visa fee, security, port charges, customs, immigration, agricultural, passenger-facility charges or international transportation tax. Prices do not include discretionary tips/gratuities to representatives; however we follow a NO TIPS company policy with our Employees and agents. Prices do not include provision for any additional products unless explicitly stated as included THIRD PARTY PARTNER may decide, at its sole discretion, to honour your discount or special-offer pricing if you make a post-purchase change or amendment. THIRD PARTY PARTNER reserves the right to invalidate your discount or special-offer pricing if you make any change to the service you have ordered.

3.15.6 Payment

No contract between you and THIRD PARTY PARTNER will come into existence until the order becomes a Confirmed booking. A service is confirmed (a "Confirmed Service") once

- THIRD PARTY PARTNER has issued a booking reference number; and
- THIRD PARTY PARTNER has issued an booking confirmation; and
- THIRD PARTY PARTNER has received payment in full;

In the same way that you may cancel and receive a full refund up to 48 Hours from time of service before the service Meeting time, THIRD PARTY PARTNER may amend the price quoted or billed if the subsisting selling price changes, due to underlying cost changes, exchange rate movements, system error or human error. In the event that the revised price quote is not acceptable to you a full refund will immediately be made. THIRD PARTY PARTNER will not change the price of a Booked Service, as defined above. Payment by credit card is required to make a reservation. Payment will be listed as THIRD PARTY PARTNER Limited on the credit card statement. There is a charge or service fee of 3.5% for processing card payments.

The amount charged by THIRD PARTY PARTNER will be the amount due in the currency used for the booking, which is in US dollars, pounds sterling or euros, as you select at the time of booking. THIRD PARTY PARTNER cannot know or influence the exchange rate and policies that are applied by your bank or card merchant in determining the final charge made.

THIRD PARTY PARTNER may take whatever steps it reasonably believes to be necessary (i) to protect your card details (which will be in THIRD PARTY PARTNER's possession) from misuse; and/or (ii) to protect itself and its Agent from any delay in receiving payment for a completed Service. Such steps may include pre-authorising the charge and verifying the card details and the card's available credit limit.

A chargeback is when you dispute a charge made on your card. If you make an unjustified charge back, THIRD PARTY PARTNER will charge a US\$75 penalty fee and will report all unjustified chargebacks to ChargeBackProtection.org, which may have the effect of banning you from placing orders with any business that uses ChargeBackProtection.org. Examples of unjustified chargebacks are (i) if you issue a frivolous, false or unjustified complaint, (ii) if you start an unwarranted dispute with your card company, (iii) if you refuse to pay for a properly delivered Service and any charges thereto, (iv) if you refuse to pay properly due late booking Fee, amendment, cancellation or no-show charges. Refunds will be made provided that you have paid in full and that the booking is eligible for

refund. For a booking originally paid for by credit/charge card, any refund will automatically process to the original credit/charge card account that paid for the booking and no other methods of refund payment will be possible.

3.15.7. Cancellation, Amendments and Variations

THIRD PARTY PARTNER is a fixed price service and the price charged is for the Confirmed Service. If the Confirmed Service is amended, cancelled before the Meeting time, or is varied during its performance (a "Change") then THIRD PARTY PARTNER and its Agents may require payment of additional fees.

Any charge incurred due to a Change before the Meeting time will be billed and collected by THIRD PARTY PARTNER from the nominated credit/charge card.

THIRD PARTY PARTNER may be able to accept amendments within 48 hours before a scheduled Meeting time, however it will incur additional charge. If an amendment is required more than 48 hours before the Meeting time a Service can be materially amended, or be materially reduced in value, or materially delayed by the Passenger, subject to a Change fee to the Cardholders card by the THIRD PARTY PARTNER as follows

- if the Change is accepted more than 48 hours before the meeting time no Change fee will apply
- Within 48 Hours, amendments will incur 50% charge. If the Booked Service is cancelled before the Meeting time a refund will be available as follows:
- if the Cancellation is made more than 48 hours before the Meeting Time a 100% refund will apply
- if the Cancellation is made within 48 hours of the Meeting Time no refund will be applicable
No Shows or Service declined for whatever reason will be charged at 100% of the job value

Proof of Amendment: Voluntary Amendments or cancellation will only be deemed as accepted when a confirmation e-mail acceptance is sent by THIRD PARTY PARTNER to the requested _____ e-mail _____ address.

Insurance: We strongly recommend that you purchase a comprehensive Travel Insurance Policy prior to departure covering charges you will incur in the event of delays or changes to flights, changes in airport conditions, and lost or damaged baggage.

3.15.8 Complaints & Disputes

Any complaint or dispute regarding the supply of a service should be notified to THIRD PARTY PARTNER in writing by email within 2 weeks of the date the service start time. It may not be possible to investigate any complaint received more than 2 weeks after the date of the supply of the service.

3.15.9 Your Declaration

You acknowledge that you have, or when booking shall be deemed to have, read, understood _____ and _____ accepted _____ these _____ Conditions. You acknowledge that you have not entered into this contract relying upon any representation properly made by or on behalf of THIRD PARTY PARTNER and have not relied upon any correspondence, statement or sales literature issued by a third party

independently or on behalf of THIRD PARTY PARTNER. You acknowledge that you have freely accepted these Conditions in the knowledge that the liability of THIRD PARTY PARTNER is to be limited in accordance with these Conditions and the price charged by THIRD PARTY PARTNER has been calculated accordingly, and that a greater price would be payable but for such limitations.

You acknowledge that these Conditions, subject to and together with any variation agreed in writing between a Director of THIRD PARTY PARTNER and you, shall constitute the entire contract between THIRD PARTY PARTNER and you and shall override or supersede any previous contract or arrangement between THIRD PARTY PARTNER and you and in particular shall operate to the exclusion of any terms and conditions at any time imposed by you in writing or verbally, and shall supersede any earlier version of these standard terms and conditions.

3.15.10 Use of the Website

If you do not agree to the following terms of use, please do not use this website. You agree not to use, reproduce, republish, download, post, broadcast, transmit, make available to the public, or otherwise use www.marhabaservices.com content (inclusive of text, images, URLs, pricing information, etc.) in any way except for your own personal, non-commercial use.

You agree to use www.marhabaservices.com and THIRD PARTY PARTNER affiliated websites only for lawful purposes, and in a way that does not infringe the rights of, restrict or inhibit anyone else's use and enjoyment of www.marhabaservices.com. Your use of www.marhabaservices.com or any THIRD PARTY PARTNER affiliated sites is intended for personal, non-commercial use and/or to make legitimate requests to book the products or services offered unless agreed by THIRD PARTY PARTNER.

You agree not to use this site to make any speculative, false or fraudulent requests.

You agree not to use robots or other automated means to access this site, unless specifically permitted by THIRD PARTY PARTNER.

Generally, we will use the personal data which you have provided to us for the purposes of fulfilling your application for any of our services and products, credit checks in the case of applications, and for understanding how we can improve our services to you. Where appropriate, we may also use the information for internal research on our users' demographics, interests and behaviour, for providing you with the latest scoop on our channels and exciting special offers, or for direct marketing purposes where we think you may be interested in the products and services of some of our affiliates or third parties.

Some of THIRD PARTY PARTNER's services may be offered in conjunction with partner companies. In order to provide such co-branded services to you, it may be necessary for us to share your personal information with our partner companies. If you do not want your data to be shared, you can choose not to allow the transfer by not using that particular service.

Web sites that have links on our site may collect personally identifiable information about you. The data protection practices of those web sites linked to THIRD PARTY PARTNER are

not covered by this policy statement. You are advised to check the data protection policies of these third party websites yourself before using those sites. THIRD PARTY PARTNER may also disclose your information in special cases when we have reason to believe that disclosing this information is necessary to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) THIRD PARTY PARTNER's rights or property, other THIRD PARTY PARTNER users, or anyone else that could be harmed by such activities.

THIRD PARTY PARTNER may disclose user information when we believe in good faith that the law requires it. We have made every possible effort to secure our website for your protection including security certifications but THIRD PARTY PARTNER cannot warrant against any unlawful hacking or leak of information from the internet. THIRD PARTY PARTNER cannot ensure or warrant the security of any information you transmit to us via the internet, and you do so at your own risk. Once we have received your transmission, we will use our best efforts to ensure its security on our systems.

3.15.11 Disclaimers & Limitations of Liability

THIRD PARTY PARTNER accepts no responsibility for the cost, loss or damage to any luggage or property transported during the Service; howsoever such a loss or damage may be caused.

The full liability of THIRD PARTY PARTNER to you under all and any circumstances including non-performance shall be limited to a sum equal to the charges paid by you to THIRD PARTY PARTNER for the Service affected.

Under no circumstances will THIRD PARTY PARTNER or its agents, affiliates, Agents, suppliers, and/or distributors be liable for any of the following losses or damage (whether such losses were foreseen, foreseeable, known or otherwise): (a) loss of data; (b) loss of revenue or anticipated profits; (c) loss of business; (d) loss of opportunity; (e) loss of goodwill or injury to reputation; (f) losses suffered by third parties; or (g) any indirect, consequential, special or exemplary damages arising from the use of the marhaba.com site or THIRD PARTY PARTNER Products or Services regardless of the form of action.

If THIRD PARTY PARTNER or Agent should be found liable for any loss, injury or damage which arises out of or is in any way connected with any of the herein described functions, THIRD PARTY PARTNER's or Agent's liability shall in no event exceed the maximum insurance cover held by THIRD PARTY PARTNER or Agent, whichever is the lesser, and details of which are available on request with 7 days notice.

THIRD PARTY PARTNER will not be liable for any its or its Agent's failure to perform its obligations and/or any cost, loss or damage which results directly or indirectly from any cause or circumstance which is beyond our reasonable control. Without limiting the generality of the foregoing, the following shall be regarded as such "Force Majeure" circumstances: explosion, fog, flood, extreme weather, typhoons, cyclones, hurricanes, fire, epidemic, major road closures, state/diplomatic visits; war, hostilities, embargo, blockade, invasion, riot, revolution, civil disturbance, or acts of terrorism, Ash Cloud, strikes, lockouts or boycotts, labour dispute (but not of Agent's own workforce) which

involves stoppage of work; acts or restrictions or regulations or by-laws, revocation of or refusal to grant a licence or permit, seizure under legal process, prohibitions, or measures of any kind on the part of any governmental or regulatory authority (including a bona fide airport authority), or temporary suspension of access to any part of an airport where access is required to provide the Service, or failure of a utility service (including but not limited to electricity, gas, water, internet, or telecommunications).

THIRD PARTY PARTNER shall not be liable unless a claim is made upon THIRD PARTY PARTNER in writing identifying the nature of the claim and the amount claimed within seven (7) days after completion of the Delivery.

Product information is collected from sources worldwide. THIRD PARTY PARTNER checks the details about all the products and services it offers, but cannot check the accuracy of all information provided by its global sources. Reasonable care has been taken that the content of this web site is correct and up to date but it is subject to amendment at any time without Notice, and is provided “as is” and on an “as available” basis without any representations or any kind of warranty made (whether express or implied by law) to the extent permitted by law, including the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy. THIRD PARTY PARTNER does not warrant that the functionality, content or information contained on marhaba.com or any THIRD PARTY PARTNER affiliated website will be uninterrupted or error free, that defects will be corrected, or that marhaba.com or the servers that makes it Service available are free of viruses or bugs.

3.15.12 General

THIRD PARTY PARTNER will only arrange the Services for Customers subject to these Conditions. THIRD PARTY PARTNER and its Agent reserve the right at their absolute discretion to refuse to provide the Service to any Customer at any time.

Any authorised waiver by THIRD PARTY PARTNER or Agent of any breach by you of these Conditions is limited to that particular breach. A delay by THIRD PARTY PARTNER or Agent in acting upon a breach shall not be deemed a waiver.

These Conditions may be varied by THIRD PARTY PARTNER from time to time without notice. The subsisting and applicable Conditions are available on request and are posted on the THIRD PARTY PARTNER group website. THIRD PARTY PARTNER may change these Terms & Conditions at any time by posting notice of the changes online. A person who is not a party to any contract governed in whole or in part by these Conditions (save for any officer, employee, agent, representative or sub-contractor of THIRD PARTY PARTNER) has no right to enforce or have the benefits of any term or conditions.

The terms contained in each clause or sub-clause of these Conditions are separate and distinct. Each may be enforced separately. The parties agree that if any clause or sub-clause shall be adjudged void or ineffective for whatever reason, but would be adjudged valid and effective if part of the wording thereof was deleted, the clause or sub-clause shall apply with such modification as may be necessary to make it valid and effective and shall not invalidate any other Conditions.

THIRD PARTY PARTNER reserves the right to record any telephone conversation with you and to make use of any such recording in any proceedings. These Conditions shall be subject to the Laws of England and Wales and the parties hereby submit to the non-exclusive jurisdiction of the England and Wales. Except as otherwise provided in these booking terms and conditions, your statutory rights are not affected.

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3.16 Plaza Premium Lounge Management Ltd

3.16.1 Lounge Services

This service is operated by Third Party partner Plaza Premium Lounge Management Ltd.

Applicable to Lounge Services operated at Amman, Dammam, Dallas, Helsinki, Hong Kong, Hyderabad, Istanbul, Jakarta, Kuala Lumpur, London Heathrow, Macau, Nairobi, Phnom Penh, Rio de Janeiro, Riyadh, Rome, Saudi Arabia, Sydney, Taiwan, Toronto, Vancouver airports as listed in these Conditions.

In the event of a customer wishing to cancel or amend an existing booking, provided that Plaza Premium Lounge receives at least 24 hours prior notice of a cancellation of a booking for Lounge Services from the Customer, Plaza Premium Lounge agrees to provide access to Lounge Facilities to the same number of users as on the original booking, at a later date at any Airport where Plaza Premium Lounge operates Lounge Facilities ("Alternative Lounge Facilities"), subject to prior receipt by Plaza Premium Lounge from the Customer of (i) confirmation of the date and Airport Lounge Facilities required; (ii) a payment of USD 10 per person per booking; and (iii) the difference between the Charges paid by the Customer in relation to the original booking and the charges in respect of the Alternative Lounge Facilities applicable as at the proposed date of use of such Alternative Lounge Facilities (whether the Alternative Lounge Facilities are located at the same Airport as on the original booking for Lounge Facilities or otherwise).

Customers agree to provide a minimum of 72 hours notice to Plaza Premium Lounge in the event of cancellation of a group booking. A group booking is a booking of 10 or more persons. A minimum of 72 hours notice by writing to Plaza Premium Lounge is required in the event of cancellation of a group booking for our Lounge Facilities. No refund will be arranged for cancellation made within 72 hours prior to the reserved service date and time.

Note the lounges in Amman and London Gatwick adhere to the following T&C which overrides the other Terms and Conditions.

- Amendments received less than 48 hours before service time are subject to a 50% amendment fee.
- Cancellations received less than 48 hours before service time are subject to a 100% cancellation fee.

Please refer to our full Terms & Conditions <https://www.plazapremiumlounge.com/terms/> for more details.

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3.17 ALWAYS VIP

3.17.1 Meet & Greet Services

This service is operated by Third Party partner ALWAYS VIP.

Applicable to Meet & Greet Services operated at – Cebu, Dallas, Helsinki, Istanbul Sabiha Gokcen, Rome and Toronto airports as listed in these Conditions.

Children aged twelve (12) and under must be accompanied by an adult aged eighteen (18) or above.

ALWAYS reserves the right to collect additional fees in the event there are more guests than originally booked.

For ALL Meet & Greet Services, no show will be declared if the passenger is absent at the meeting point after 30 minutes from the agreed arrival time. No show is subject to full payment of the total amount.

ALWAYS reserves the right to charge additional 50% of the full services price in case the flight delays over 2 hours from the Standard Time of Arrival / Standard Time of Departure and every 2 hours thereafter.

Service order shall be submitted and confirmed at least forty eight (48) hours in advance prior to Arrival (Standard Time of Arrival) or departure (Standard Time of Departure). Any service order submitted with less than 48 hours' notice will be subject to availability.

Cancellations/amendments may be made up to 24 hours before commencement of service and subject to any applicable payment surcharge, local fees and/ or taxes, and the following timelines:

- More than 48 hours before commencement of service: No penalty;
- 24-48 hours before commencement of service: 50% penalty;
- Less than 24 hours before commencement of service and / or failure to arrive at the appointment time will be considered as No Show : 100% penalty;
- Amendments are subject to payment of price difference, if any;
- Late cancellation and/ or failure to arrive at the appointed time will be considered as No Show and the booking will not be refunded.

Read our full Terms & Conditions at <https://www.allwaysvip.com/terms>

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4. Information collection and use

We may at times need to share personal information with a Third Party partner expressly for the purposes of delivery of a booked service.

Types of personal information we may share include:

- Name
- Title
- Contact details (including email address and telephone/mobile number)

Refer to our Privacy Policy at https://www.marhabaservices.com/ae/english/privacy-policy_marhaba.html