Terms & Conditions

Application/ Services is/are operated /provided by Goyaka Tours & Travels. These terms and conditions (“User Terms”) apply to Your visit to and use, of the Site whether through a computer or a mobile phone, the Service and the Application, as well as to all information, recommendations and or services provided to You on or through the Site, the Service and the Application. This electronic record is generated by a computer system and does not require any physical or digital signatures. By clicking on the “I ACCEPT” button, You are consenting to be bound by these User Terms. PLEASE ENSURE THAT YOU READ AND UNDERSTAND ALL THESE USER TERMS BEFORE YOU USE THE SITE. If You do not accept any of the User Terms, then please do not use the Site or avail any of the services being provided therein. YOUR AGREEMENT TO THESE USER TERMS SHALL OPERATE AS A BINDING AGREEMENT BETWEEN YOU AND GOYAKA TOURS & TRAVELS IN RESPECT OF THE USE AND SERVICES OF THE SITE. Your acceptance of the User Terms shall be deemed to include your acceptance of the privacy policy available at https://www.uaechauffeur.com/privacy-policy. By accepting these User Terms, you also allow Goyaka Tours & Travels to send you promotional emails and SMS alerts from time to time.

**1. DEFINITIONS**

All the defined and capitalized terms in these User Terms will have the meaning assigned to them here below:

(i) “Account” shall mean the account created by the Customer on the Application for availing the Services provided by Goyaka Tours & Travels.

(ii) “Additional Fee” shall mean any toll duty, inter-state taxes, etc. as may not be included in the Fare but payable to any third party / government authorities for undertaking the Ride under Applicable Law

(iii) “Applicable Laws” shall mean and include all applicable statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any governmental authority, tribunal, or a court of UAE.

(iv) “Application” shall mean the mobile application updated by Goyaka Tours & Travels from time to time.

(v) “Cancellation Fee” shall mean the fare and Convenience Fee payable towards cancellation of a Ride by a Customer in terms of these User Terms and the Cancellation Terms and Conditions available at https://www.uaechauffeur.com/faq.

(vi) “City of Operation” shall mean a city in which the Customers avail and render the transportation services respectively. For clarity, the services availed by the Customers shall be in the same city.

(vii) “Customer/ You” means a person who has an Account on the Application.

(viii) “Driver” shall mean and include such individuals as may be evaluated, appointed and trained by an operator associated with us to provide the transportation services on its behalf and persons who have necessary city taxi permits and licenses to provide transportation services within the City of Operation.

(ix) “Service(s)” means the facilitation of transportation service by Goyaka Tours & Travels through the Application or via a telephone request at the call centre of Goyaka Tours & Travels, or booking on the Site, within the City of Operation, as elaborated in Clause 4.

(x) “Site” shall mean the Application and the website https://www.uaechauffeur.com/ operated by Goyaka Tours & Travels or any other software that enables the use of the Application or such other URL as may be specifically provided by Goyaka Tours & Travels. (xvi) “Total Ride Fee” shall mean and include the Fare, the Convenience Fee, and Additional Fee as may be applicable from time to time. (xvii) “T&Cs” and “User Terms” shall mean these Customer terms and conditions.

(xviii) “Vehicle” shall mean a motor cab.

**2. ELIGIBILITY**

You will be “Eligible” to use the Services only when You fulfil all of the following conditions:

(i) You have attained at least 18 (eighteen) years of age.

(ii) You are competent to enter a contract under the Applicable Laws. If You reside in a jurisdiction that restricts the use of the Service because of age or restricts the ability to enter into contracts such as this User Terms due to age, You must abide by such age limits.

**3. REGISTRATION AND ACCOUNT**

3.1 You understand and acknowledge that You can register on the Site only after complying with the requirements and by entering Your Registration Data.

3.2 You shall ensure that the Registration Data provided by You is accurate, complete, current, valid and true and is updated from time to time. We shall bear no liability for false, incomplete, old or incorrect Registration Data provided by You.

3.3 You are solely responsible for maintaining the confidentiality of Your Registration Data and will be liable for all activities and transactions that occur through Your Account, Limousine Service Dubai Airport whether initiated by You or any third party. Your Account cannot be transferred, assigned or sold to a third party. We shall not be liable for any loss that You may incur as a result of someone else using Your password or Account, either with or without Your knowledge.

3.4 We reserve the right to suspend or terminate Your Account with immediate effect and for an indefinite period, if We have a reason to believe that the Registration Data or any other data provided by You is incorrect or false, or that the security of Your Account has been compromised in any way, or for any other reason We may find just or equitable.

3.5 Except for the Registration Data or any other data submitted by You during the use of any other service offered through Site (“Permitted Information”), Goyaka Tours & Travels does not want You to, and You should not, send any confidential or proprietary information to Goyaka Tours & Travels on the Site or otherwise, Limousine Service Dubai Airport, unless otherwise is required by Applicable Laws. In accepting these User Terms, You agree that any information or materials that You or individuals acting on Your behalf provide to Goyaka Tours & Travels other than the Permitted Information will not be considered confidential or proprietary.

3.6 It is Your responsibility to check to ensure that You download the correct application for Your device. We are not liable if You do not have a compatible mobile device or if You download the wrong version of the Application for Your mobile device. We reserve the right to terminate the Service and the use of the Application should You be using the Service or Application with an incompatible or unauthorized device, Limousine Service Dubai Airport.

3.7 We allow You to open only one Account in association with the Registration Data provided by You. In case of any unauthorized use of Your Account please immediately reach Us at support@uaechauffeur.com.

3.8 In case, You are unable to access Your Account, please inform Us at support@uaechauffeur.com and make a written request for blocking Your Account. We will not be liable for any unauthorized transactions made through Your Account prior to the expiry of 72 (seventy-two) hours after You have made a request in writing for blocking Your Account

**4. SERVICES**

4.1. The Site permits you to avail the transportation services offered by Goyaka Tours & Travels. The Service allows You to send a request on the Goyaka Tours & Travels network. The Driver has sole and complete discretion to accept or reject each request for Service. If the Driver accepts a request, Goyaka Tours & Travels , Limousine Service Dubai Airport, notifies You and provides information through Email.

4.2. Goyaka Tours & Travels shall procure reasonable efforts to bring You into contact with a Driver, subject to the availability of Driver in or around Your location at the moment of Your request for such services.

4.3. By using the Application or the Service, You further agree that:

(i) You will only use the Service or download the Application for Your sole, personal use and will not resell or assign it to a third party;

(ii) You will not use an account that is subject to any rights of a person other than You without appropriate authorization;

(iii) You will not use the Service or Site for unlawful purposes;

(iv) You will not try to harm the Service, Site or our network in any way whatsoever;

(v) You will provide Goyaka Tours & Travels with such information and documents which Goyaka Tours & Travels may reasonably request;

(vi) You will only use an authorized network to avail the Service;

(vii) You are aware that when requesting Services, whether by message, Limousine Service Dubai Airport, via Site or calling the call center of Goyaka Tours & Travels, standard messaging charges, data charges, voice charges, as applicable, of the Your and Our phone network service providers, will apply;

(viii) You will comply with all Applicable Law from UAE of domicile and residence and the country, Limousine Service Dubai Airport state and/or city in which You are present while using the Site or Service; and

4.4. Goyaka Tours & Travels reserves the right to immediately terminate the Service and the use of the Application in the event of non-compliance with any of the above requirements. Further, Goyaka Tours & Travels will store the information provided by You or record your calls for contacting You for all Service-related matters. You shall promptly inform Goyaka Tours & Travels on any change in the information provided by You.

4.5. Goyaka Tours & Travels or an authorized representative of Goyaka Tours & Travels, shall provide information regarding services, discounts and promotions provided by Goyaka Tours & Travels to You by way of an SMS or email to Your registered mobile number/registered email ID. You also have the option to discontinue receiving such information at any point of time. To discontinue receiving such information, You may at any point of time visit the specific link provided in the Site to discontinue the same, Limousine Service Dubai Airport.

**5. CONFIRMATION OF BOOKING**

5.1. Goyaka Tours & Travels shall, upon receiving the booking request from You in the manner set out above, proceed to confirm or decline the booking based on the availability of Vehicles at the pickup time, which shall be informed to You via an SMS or email. In the event the booking is confirmed, You shall check the booking details including but not limited to pick up time and pick up place, and if there is incorrect detail, the same needs to be informed to us immediately by calling our call centre. In the event a Vehicle has been booked on the Site, the booking shall be confirmed by Goyaka Tours & Travels and any complaint regarding incorrect details shall be redirected by us.

5.2. You shall bear the consequences and damages for any delay that may be caused to You due to Your failure to check the confirmation SMS or email or failure to inform Goyaka Tours & Travels of the incorrect details immediately.

**6. PAYMENT**

6.1. Goyaka Tours & Travels shall charge Convenience Fee for the Service which shall be determined and amended at the sole and absolute discretion of Goyaka Tours & Travels. The Convenience Fee shall be payable by you to Goyaka Tours & Travels and shall be informed to you.

6.2. Goyaka Tours & Travels shall charge Fare to You for the Ride offered to You by the Goyaka Tours & Travels.

6.3. You shall be required to pay such Additional Fee, which will form part of the receipt of the Total Ride Fee.

6.4. You shall be required to pay such Cancellation Fee, which will form part of the receipt of the Total Ride Fee.

6.5 In addition to the Total Ride Fee, You may be required to pay such other charges incurred by you during the Ride in cash, which are not included in the receipt of the Total Ride Fee.

6.6. The Total Ride Fee will be collected by the Driver or Goyaka Tours & Travels from You at the Start or end of the Ride.

6.7. Goyaka Tours & Travels shall provide a receipt of the Total Ride Fee payable by You at the end of the Ride, however, separate invoices raised by the Goyaka Tours & Travels for the Fare and Additional Fee, and the Convenience Fee raised by Goyaka Tours & Travels shall be provided to You on request. You may raise a request for a copy of the invoices from Support page.

6.8. All applicable taxes in respect of the Fare, Convenience Fee, Additional Fee, Cancellation Fee shall be borne and payable by You to the Goyaka Tours & Travels, as the case may be.

6.9. You shall choose to pay for the Service Fee by either of the following methods:

i. Cash payment: Cash payment towards the Total Ride Fee after the completion of Ride can be made to the Driver.

ii. Payment Gateway: Payment for the Total Ride Fee can be made using Paypal or gateway to Goyaka Tours & Travels. Further, even in cases of payments, all Additional Fee shall have to be paid by You in cash, to the authority or person concerned or if already paid by the Driver, to the Driver. 6.10. Any payment related issue, except when such issue is due to an error or fault in the Site, shall be resolved between You and the Payment Processor. Limousine Service Dubai Airport, Goyaka Tours & Travels shall not be responsible for any unauthorized use during or after availing the Services on the Site.

**7. CANCELLATION POLICY**

7.1. To cancel a reservation, you may contact Our Call Center We require a minimum 3 hours notice prior to the scheduled pick-up time. Late cancellations are charged at their respective minimums for each specified vehicle type. If the limousine reservation is cancelled within the designated time parameters, it will become the client’s responsibility to obtain a cancellation reference number to avoid penalties.

7.2. You shall be notified of the applicable Cancellation Fee in advance whenever You attempt to cancel a booking/service request. The notification shall be on the Application and/or the Site.

7.3. Goyaka Tours & Travels shall provide a receipt of the Cancellation Fee, if any, payable by You for every cancellation in terms of the table above for such cancellations, however, separate invoices raised by the Goyaka Tours & Travels for the Cancellation Fee, and Goyaka Tours & Travels for the Convenience Fee on cancellations shall be provided to You on request. You may raise a request for a copy of the invoices from Support page.

7.4. Last mint cancellation:- 80 % will be charged to guest 1 hour before :- 50 % will be charged to guest 2 hours before :- 25 % will be charged to guest

**8. USER VIOLATION OF USER TERMS**

8.1. You shall not smoke and drink in the Vehicles or misbehave with the Driver or act in violation of Applicable Law. In the event You are found to be involved in the activities set out above, You shall be liable to pay a fine to us and we shall also have the right to terminate the Ride. In the event You fail to pay fine after the completion of the Ride, we may at our discretion, take such steps as may be available to us under Applicable Law. You shall also be blacklisted as a result of non-payment of the fine or misbehaving as the case may be, and in such event, Your Account may be terminated by Goyaka Tours & Travels.

**9. CUSTOMER RELATIONSHIP MANAGEMENT**

9.1. All issues, opinions, suggestions, questions and feedback while availing our Services shall be communicated to us through email. In case of a Ride booked on our Application, You shall be required to rate the Ride after its termination. You agree to be fair, accurate and non-disparaging while leaving comment, feedbacks, testimonials or reviews on or about the Rides or Services.

9.2. Reporting of any issue needs to be within 7 (seven) days of the happening of the issue, failing which, such issue will not be addressed.

9.3. Goyaka Tours & Travels shall endeavor to respond to Your issues within 2 (two) working days of Your reporting the same and endeavor to resolve it at the earliest possible. It is hereby clarified that issues are resolved on severity basis, and certain may be resolved earlier than the other. However, Goyaka Tours & Travels shall not be liable for any damages or losses in the event You are not satisfied with any such resolution.

**10. LIABILITY**

10.1. The information, recommendations and/or Services provided to You on or through the Site, the Application and Goyaka Tours & Travels call center are for general information purposes only and does not constitute advice. Goyaka Tours & Travels will reasonably keep the Site and its contents correct and up to date but does not guarantee that (the contents of) the Site is free of errors, defects, malware and viruses or that the Site is correct, up to date and accurate. 10.2. Goyaka Tours & Travels shall not be liable for You missing trains/flights/events or delays etc as the Service is dependent on many factors not in Goyaka Tours & Travels’s control. You must book Your Ride after taking into account the check-in time, traffic and weather conditions, political rallies, natural calamities, traffic barricades, car breakdowns and other un-expected delays.

10.3. In the event, there is a delay by the Vehicle in reaching the pickup location beyond 30 (thirty) minutes of the pickup time, Goyaka Tours & Travels shall only endeavour to get You in touch with the Driver assigned for Your Ride.

10.4. Goyaka Tours & Travels shall not be liable for any damages resulting from the use of or inability to use the Site, including damages caused by wrong usage of the Site, error in call centre number, network issues, malware, viruses or any incorrectness or incompleteness of the Information or the or Application.

10.5. You shall take full responsibility of Your items and luggage. In case of lost items inside the Vehicle during the journey, Goyaka Tours & Travels will try to locate the items on a “best-effort” basis but is not responsible for the same in case of loss or damage to the same. If You leave any goods in the Vehicle or have any complaint in respect of the Services or the use of the Vehicle, You have to inform Goyaka Tours & Travels of the same in writing within 24 (twenty four) hours of using the Vehicle or the Services of Goyaka Tours & Travels. In the event it is found, You shall be informed about the Goyaka Tours & Travels office from where You can collect it after 3 (three) working days from the date You were informed. Goyaka Tours & Travels however shall not be responsible for delivering the same back to You.

10.6. Goyaka Tours & Travels shall not be responsible for any loss of communication / information of status update and benefits under the program. All this information will be sent on mobile number and/or email ID registered with Goyaka Tours & Travels. Goyaka Tours & Travels will not be responsible for appropriateness of mobile or email or any other communication medium. You shall be responsible for immediately reporting the errors, if any, occurred in the information sent to You regarding booking confirmation.

**11. APPLICATION LICENSE**

11.1. Subject to Your compliance with these User Terms, Goyaka Tours & Travels grants You a limited, revocable, non-exclusive, non-transferable and non sub licensable license to download and install a copy of the Application on a single mobile device that You own or control and to run such copy of the Application solely for Your own personal use and to use the Site.

11.2. You shall not

(i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or Site in any way;

(ii) modify or make derivative works based upon the Service or Application;

(iii) create Internet “links” to the Service or “frame” or “mirror” any Site on any other server or wireless or Internet-based device;

(iv) reverse engineer or access the Site in order to

(a) design or build a competitive product or service,

(b) design or build a product using similar ideas, features, functions or graphics of the Service or Site, or

(c) copy any ideas, features, functions or graphics of the Service or Site, or

(v) launch an automated program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burdens or hinders the operation and/or performance of the Service or Site.

11.3. You shall not:

(i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws;

(ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights;

(iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs;

(iv) interfere with or disrupt the integrity or performance of the Site, the Application or Service or the data contained therein; or

(v) attempt to gain unauthorized access to the Site, the Application or Service or its related systems or networks.

11.4. Goyaka Tours & Travels will fully have the right to investigate and prosecute violations of any of the above of the law. Ola may involve and cooperate with law enforcement authorities in prosecuting users who violate these User Terms. You acknowledge that Ola has no obligation to monitor Your access to or use of the Site, Service or Posted Content, but has the right to do so for the purpose of operating the Site and Service, to ensure Goyaka Tours & Travels reserves the right, at any time and without prior notice, to remove or disable access to any content that Ola, at its sole discretion, considers to be in violation of these User Terms or otherwise harmful to the Site, the Service or Application.

**12. INTELLECTUAL PROPERTY OWNERSHIP**

12.1. Goyaka Tours & Travels alone (and its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to

(i) the Site, Application and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations.

(ii) text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code; or

(iii) other information provided by You or any other party relating to the Site, Application or the Service. Third party trademarks may appear on this Site/ Application and all rights therein are reserved to the registered owners of those trademarks. For use of any third party’s intellectual property, You need to get permission directly from the owner of the intellectual property for any use.

12.2. These User Terms do not constitute a sale and do not convey to You any rights of ownership in or related to the Site, the Application or the Service, or any intellectual property rights owned by Goyaka Tours & Travels. You shall be solely responsible for any violations of any laws and for any infringements of any intellectual property rights caused by use of the Services or the Site/ Application.

12.3. You may use information on the Site purposely made available by Goyaka Tours & Travels for downloading from the Site, provided that You:

(i) do not remove any proprietary notice language in all copies of such documents and make no modifications to the information;

(ii) use such information only for Your personal, non-commercial informational purpose and do not copy or post such information on any networked computer or broadcast it in any media; or

(iii) do not make any additional representations or warranties relating to such information.

**13. TERMS AND TERMINATION OF LICENSE AGREEMENT**

13.1. Unless terminated, the agreement between Goyaka Tours & Travels and You is perpetual in nature upon downloading the Application and for each Ride booked through the Site.

13.2. You are always entitled to terminate the agreement by deletion of Your Account, thus disabling the use by You of the Site. You can close Your Account at any time by following the instructions on the Site.

13.3. Goyaka Tours & Travels is entitled to terminate the agreement at all times and with immediate effect (by disabling Your use of the Site and the Service) if You: (a) violate or breach any term of these User Terms, or (b) in the opinion of Ola, misuse the Application or the Service. Ola is not obliged to give notice of the termination of the agreement in advance. After termination Ola will give notice thereof in accordance with these User Terms.

13.4. Termination of this agreement will not prejudice accrued rights of either Goyaka Tours & Travels or You.

**14. DISCLAIMER**

14.1. You agree that Goyaka Tours & Travels is merely an electronic platform to facilitate aggregation of Vehicles and does not in any manner provide transportation services. Goyaka Tours & Travels does not endorse, advertise, advise or recommend You to avail the Services of any Driver. Goyaka Tours & Travels also does not guarantee or provide assurance in respect of the behavior, actions or data of the users posted on the Site.

14.2. We do not authorize anyone to make a warranty on Our behalf and You shall not rely on any statement of warranty as a warranty by Us.

14.3. Goyaka Tours & Travels and their representatives, officers, employees, agents and contractors shall not be liable for any loss, damage, claim, expense, cost (including legal costs) or liability arising directly or indirectly from Your use or non-use of the Service or the Site, or Your reliance upon the Service or the information contained upon the Site (whether arising from Ola or any other person’s negligence or otherwise).

14.4. This Site, Application and all content on the Site and the Application are provided on an “as is” basis without warranties of any kind, either express or implied, including without limitation warranties of title or implied warranties of merchantability or fitness for a particular purpose. You acknowledge, by Your access of the Site and/or Application, that Your access of the Site and/or Application and availing of Services is at Your sole risk, that You assume full responsibility for Your access and use of the Site and/or Application, and that Goyaka Tours & Travels shall not be liable for any damages of any kind related to Your access and use of this Site and/or Application. 14.5. All images, audio, video and text in the Site and/or Application are only for illustrative purposes. None of the models, actors or products in the images, if any is endorsing the Services in any manner. Any resemblance of any matter to anybody or anything is purely unintentional and/or coincidental.

14.6. Goyaka Tours & Travels reserves the right, at its sole discretion, to modify or replace, in part or full, any of these User Terms, or change, suspend, block, discontinue or restrict your use to all or any feature of the Service or Application at any time.