Terms and Conditions

HorizonQuest Ltd, trading as Hafica

1. About Hafica and these Terms

These Terms and Conditions ("Terms") are a binding agreement between you and HorizonQuest Ltd, trading as Hafica ("Hafica", "we", "us"). Our business details are:

- **Business name:** HorizonQuest Ltd, trading as Hafica, owned by Patient MUHOZA (Managing Director)
- **Registration number:** company code / TIN 122551721, registered with the Office of the Registrar General, Rwanda Development Board, Kigali
- **Physical address:** KK 19 Ave, Gatare, Niboye, Kicukiro, Kigali, Rwanda
- **Telephone:** +250 785 811 597 · **Email:** horizonquestrw@gmail.com · **Website:** www.hafica.com
- **Customer support:** +250 785 811 597 (calls or WhatsApp)
- **Complaints:** hey@hafica.com · +250 785 811 597
- **Privacy and data requests:** hey@hafica.com

They apply when you visit www.hafica.com, create an account, book a stay or list a home. By doing any of these, you accept these Terms and our Privacy Policy. If you do not accept them, please do not use Hafica.

Hafica is an online marketplace for holiday homes, villas and apartments in Rwanda. We act as an online intermediary: we publish hosts' listings, connect guests with hosts and collect payment for bookings. Unless a listing says otherwise, Hafica does not own, manage or operate the homes listed.

2. Definitions

- **Platform**: the Hafica website, apps, emails and related services.
- **Guest**: anyone who books or stays at a home through Hafica, including everyone in their party.
- **Host**: a person or business that lists a home on Hafica.
- **Listing**: a home's page on Hafica, including its description, photos, price, amenities and rules.
- **Booking**: a reservation for specific nights at a listing, confirmed as set out in section 4.

- **Total price**: the nightly price multiplied by the number of nights, plus any fees and taxes shown before you pay.

3. Using Hafica and your account

1. You must be at least 18 years old to create an account, make a booking or list a home.
2. You can book without a full account by confirming your email address. These Terms still apply to you.
3. You can sign up with email or Google. Give accurate, current information and keep it up to date.
4. Keep your login details private. You are responsible for everything done through your account. Tell us at once at horizonquestrw@gmail.com if you think someone else has used it.
5. Accounts are personal and cannot be sold or transferred.
6. We may ask you to verify your identity, phone number or right to list a home. We may refuse or close an account if the details cannot be verified.

4. Booking a stay

1. **Choosing a stay.** You choose your dates (1 to 90 nights) and your party: adults (13 and over), children (2 to 12), infants (under 2) and pets. Pets are allowed only where the listing says so.
2. **When a booking is confirmed.** Reserving holds your dates for 20 minutes while you pay. Your booking is confirmed only when MTN MoMo or Airtel Money confirms your payment and we send you a confirmation email. Unpaid reservations are released. Your confirmation email is your proof of purchase, and you can view and keep your full booking record and these Terms in your trips at any time.
3. **Who you contract with.** The agreement for your stay is between you and the host. Hafica provides the platform and collects payment on the host's behalf.
4. **Address and directions.** For the host's privacy and safety, the exact address and directions are shared once your stay is paid.
5. **Group size.** The number of people staying must not exceed the guest limit on the listing. Visitors who are not part of the booking need the host's permission.
6. **Check-in and check-out.** The host sets the check-in and check-out times, shown on the listing and in your confirmation email.
7. **The person who books** is responsible for everyone in their party and must be present for the stay.

5. Prices, fees and payment

1. All prices are in Rwandan francs (RWF), per night, for the whole home unless the listing says otherwise.

2. **The total price before you pay.** Before you confirm, we show the full amount: nightly price × nights, Hafica's service fee of 10% of the host's price, and all taxes, including VAT where it applies and the 3% tourism tax on accommodation. No fee or charge that was not shown before you paid will be added.
3. **How you pay.** You pay through Hafica by MTN MoMo or Airtel Money. Any charge your mobile money provider makes is shown to you by them before you approve.
4. **Payment security.** You approve each payment on your phone through your mobile money provider. Hafica never asks for your mobile money PIN.
5. **Stopping or reversing a payment.** If you do not approve the payment request, nothing is charged and the reservation is released. If money is taken in error, contact us; we refund any amount charged in error within 15 days.
6. **Never pay a host outside Hafica.** Off-platform payments are not covered by these Terms, refunds or our support. A host asking for one is breaching these Terms; please report it.

6. Cancellations, changes and refunds

Right of withdrawal. Under Article 47 of Law No. 011/2026, you can withdraw from a booking within 7 days of confirming it, as long as check-in has not passed, and get a full refund, including fees, within 15 days.

After that period, the cancellation policy the host chose for the listing applies. Hosts choose one of four policies set by Hafica. The policy is shown on the listing page and again at checkout before you pay, and your confirmation email gives the exact refund deadlines for your booking. Times are counted to the check-in time, Kigali time (CAT).

Host's policy	Full refund	50% refund	No refund
Flexible	Cancel at least 24 hours before check-in	–	Less than 24 hours before, or no-show
Moderate (default)	Cancel more than 7 days before check-in	2 to 7 days before	Less than 48 hours before, or no-show
Strict	Cancel more than 14 days before check-in	7 to 14 days before	Less than 7 days before, or no-show
Non-refundable	–	–	Any guest cancellation, or no-show

Non-refundable bookings. If you cancel a non-refundable booking, you do not get your money back. You still get a full refund if the host cancels, the home is unavailable, or the home is not as described (items 4 and 5 below), and you keep your legal right of withdrawal above.

Hafica's service fee. Hafica keeps its 10% service fee only on the amount the host keeps. With a full refund, the service fee is refunded in full; with a 50% refund, half of it is refunded.

1. **How to cancel.** Cancel on hafica.com from your trips: open the booking and choose Cancel. You see the exact refund before you confirm, and you get a cancellation email. If you can't cancel online, email horizonquestrw@gmail.com or call or WhatsApp +250 785 811 597. Refunds go to the mobile money number you paid from within 15 days of your cancellation.
2. **Changing dates.** Request changes through Hafica. They depend on availability and the host's approval, and any price difference is charged or refunded.
3. **Leaving early.** Unused nights are not refunded unless the host agrees or you leave because of a problem covered by item 5.
4. **If the host cancels or the home is unavailable,** you get a full refund, including fees, within 5 days of us telling you. We will also try to help you find a similar home.
5. **Problems with the home.** If you cannot get in, or the home is unsafe, not clean or materially different from the listing, tell the host and Hafica as soon as possible, ideally within 24 hours, with photos. We will arrange for the problem to be fixed, or offer a rebooking, a price reduction or a refund for the affected nights, and you may choose to end the stay.
6. **Events beyond anyone's control.** For government travel restrictions, natural disasters, epidemics or similar events, we may approve refunds beyond the host's policy.

7. Guest responsibilities and house rules

1. Follow the house rules on the listing and any reasonable instructions from the host.
2. Respect neighbours. No parties or events without the host's written permission.
3. Leave the home in the condition you found it, apart from normal wear.
4. **Damage.** You are responsible for damage caused by you, your party or your pets. A host may submit a claim through Hafica within 14 days of check-out, with evidence. We will share it with you and give you a chance to respond before any amount is requested.
5. Show valid ID if the host is legally required to register guests.
6. Use pools, balconies and other facilities with care. Children must be supervised at all times, especially near water.
7. A host may refuse entry or ask a guest to leave for a serious breach of these Terms or the house rules, such as violence, illegal activity or exceeding the guest limit. No refund is due in that case.

8. Hosting on Hafica

1. **Right to list.** You must own the home or be authorised by the owner to rent it out, and the rental must be allowed under any lease, title or community rules.
2. **Licences and tax.** Before your listing goes live, you must hold, and show us on request, every licence and permit the home needs, including a Tourism Operating Licence from the Rwanda Development Board where one is required, a trading

licence and any occupancy permit. You must register with the Rwanda Revenue Authority for the taxes that apply to you, including the 3% tourism tax on accommodation and VAT if you are registered, and include them in your nightly price. You are responsible for declaring and paying your own taxes.

3. **Accurate listings.** Your listing must truthfully describe the home, its location, amenities, rules and price, and use only real, current photos of that home. Keep your calendar up to date so guests cannot book nights you cannot honour.
4. **Review.** We check each listing, including the licences in item 2, before it goes live. We may decline, edit for format or remove a listing that breaks these Terms.
5. **Honouring bookings.** Once a booking is confirmed, the home must be available, clean, safe and as described at check-in. Keep pools, balconies, wiring and locks in safe condition.
6. **Communication.** Reply to guest messages within 24 hours and give clear check-in instructions.
7. **Cancellation policy.** When you list a home, you choose Flexible, Moderate, Strict or Non-refundable, as set out in section 6. If you don't choose, Moderate applies. You can change your policy for future bookings at any time; bookings already made keep the policy shown when they were made.
8. **Host cancellations.** Cancel only for genuine emergencies, from your hosting dashboard on hafica.com: open the reservation and choose Cancel. The guest is told by email straight away. If you cancel, the guest gets a full refund, so neither you nor Hafica keeps any money from that booking. We may also block the dates or suspend hosts who cancel repeatedly.
9. **Fair treatment.** You must not refuse or treat guests differently because of race, ethnicity, religion, nationality, disability, sex or similar characteristics.
10. **Insurance.** We recommend holding insurance that covers short-term rentals.

9. Host fees and payouts

1. **Service fee.** You set your nightly price. Hafica adds a 10% service fee on top, paid by the guest, so nothing is deducted from your price. Hafica keeps its fee only on the amount you keep: if a guest receives a full refund, Hafica earns nothing on that booking.
2. **Payout.** Your payout is the nightly price × nights, less any refunds or adjustments. It is sent to your registered MTN MoMo, Airtel Money or bank account within 2 days after the guest checks in.
3. **Funds held for you.** Guest payments are collected on your behalf and held until payout. We may delay a payout during a dispute, a damage claim or a fraud check.
4. **Correct details.** You are responsible for giving correct payout details. We are not responsible for money sent to details you provided.
5. **Deductions.** Refunds owed to guests because of your cancellation or a problem with your home may be deducted from current or future payouts.
6. You can track reservations and earnings in your hosting dashboard.

10. Reviews, messages and content

1. **Reviews** come only from guests who completed a stay booked through Hafica. They must be honest. Fake reviews, paid reviews and offering anything in return for a review are not allowed. We may remove a review that breaks these Terms, but we do not edit reviews, and we never post or commission reviews ourselves.
2. **Messages.** Keep communication about a booking on Hafica. We may review messages to prevent fraud, keep people safe and resolve disputes.
3. **Your content.** You keep ownership of photos, text and reviews you upload. You give Hafica a non-exclusive, royalty-free, worldwide licence to use, display and adapt them (for example, cropping photos) to run and promote Hafica. You confirm you have the right to upload them.
4. **Our content.** The Hafica name, logo, design, text and our own photos belong to Hafica and may not be copied without permission.

11. Prohibited conduct

You must not:

- give false information, impersonate anyone or list a home you have no right to rent;
- arrange or take payment outside Hafica for a stay found on Hafica;
- use a home for illegal activity, including drugs, prostitution or trafficking;
- harass, threaten or discriminate against any guest, host or Hafica staff;
- hide cameras or recording devices in a home, or any cameras in bedrooms and bathrooms;
- scrape, copy or overload the Platform, or try to bypass its security;
- post spam, misleading content or anything that infringes someone else's rights.

12. Hafica's role, disclaimers and liability

1. **Who is responsible for what.** Hosts are responsible for their homes and guests for their own conduct. Hafica is responsible for its platform, for the accuracy of the information it adds, for handling payments and refunds as these Terms describe, and for the acts of its own staff and agents.
2. **The platform.** We work to keep Hafica accurate and available but cannot guarantee it will always be error-free or uninterrupted.
3. **Limit on our liability.** As far as Rwandan law allows, Hafica's total liability for any booking is limited to the total price paid for that booking. We are not liable for losses that were not reasonably foreseeable.
4. **Your legal rights.** Nothing in these Terms removes or limits your rights under Rwandan law, including Law No. 011/2026 relating to competition and consumer protection, or any liability for fraud, or for death or injury caused by negligence.
5. **Your belongings and travel.** We recommend travel insurance. Hafica is not responsible for personal belongings left in a home.

6. **Third-party services.** MTN MoMo, Airtel Money, Google sign-in and map services are run by third parties under their own terms.
7. **Your responsibility to us.** You agree to compensate Hafica for claims, losses and reasonable legal costs caused by your breach of these Terms or of the law.

13. Privacy and personal data

1. We handle personal data under Law No. 058/2021 relating to the protection of personal data and privacy, as described in our Privacy Policy.
2. To make a booking work, we share the guest's name, contact details, party size and dates with the host, and payment details with the mobile money provider.
3. Hosts may use guest data only to manage the booking and meet legal duties, not for marketing.
4. We keep personal data only as long as we need it for the purposes in our Privacy Policy, or as long as tax and accounting law requires.
5. You can ask to see, correct or delete your personal data by emailing hey@hafica.com or through your account settings. We will not make this unreasonably difficult.
6. Marketing messages are clearly marked as such and include a free, simple way to unsubscribe.
7. If a data breach affects your personal data, we notify the NCSA within 48 hours and tell you where the law requires.

14. Suspension and termination

1. You can close your account at any time. Confirmed bookings stay subject to section 6.
2. We may suspend or close an account, or remove a listing, only for a valid reason: a breach of these Terms, suspected fraud, a safety risk or a legal requirement. We give 7 days' written notice with our reasons, except where we must act at once for safety, fraud or a legal order.
3. If a host's account is suspended, we may cancel their upcoming bookings. The guests get a full refund within 5 days, and we will try to help them rebook.
4. Sections on payments owed, liability, content licences and disputes continue to apply after an account is closed.

15. Governing law and disputes

1. These Terms are governed by the laws of the Republic of Rwanda.
2. **Complaints.** Contact our customer care team on +250 785 811 597 (calls or WhatsApp) or at hey@hafica.com. We acknowledge every complaint within 72 hours and give you a response within 15 days.
3. **Guest–host disputes.** We encourage both sides to resolve it directly. If they cannot, Hafica looks at the evidence from both, explains its decision in writing, and releases any money it holds accordingly. This does not affect your other legal rights.

4. **If we cannot resolve it,** you can complain to the Rwanda Inspectorate, Competition and Consumer Protection Authority (RICA), or take the matter to the competent courts of Rwanda. If both sides agree, it can instead go to mediation or arbitration at the Kigali International Arbitration Centre.

16. Changes to these Terms and contact

1. We may update these Terms for legal, safety or service reasons. The new version is posted here with its effective date. For material changes, we email registered users at least 7 days before they take effect; if you do not agree, you can close your account before then at no cost. Bookings follow the Terms in force when they were made.
2. These Terms are written in English. Any translation is for convenience; the English version prevails.
3. If any part of these Terms is found invalid, the rest still applies. Not enforcing a term is not a waiver of it.
4. These Terms, the Privacy Policy and the listing details form the whole agreement for your use of Hafica.

Contact: HorizonQuest Ltd, trading as Hafica · KK 19 Ave, Gatare, Niboye, Kicukiro, Kigali, Rwanda · +250 785 811 597 · horizonquestrw@gmail.com · Complaints: hey@hafica.com
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