

## **1. THE SUBJECT OF THE AGREEMENT**

1.1. The travel agency undertakes to provide the Tourist with services for the sale of a tourist product on the terms established by this Agreement, and the Client undertakes to pay the cost of services by this Agreement.

1.2. Information about the Tour Operator and financial support is contained in Appendix No. 2 to this Agreement. The tour operator creates a tourism product and ensures the provision of services to the Tourist included in the tourism product.

1.3. An integral part of this Agreement is a tourist voucher.

1.4. The list of persons to whom services are provided is indicated in the Reservation Application.

## **2. RIGHTS AND OBLIGATIONS OF THE PARTIES**

2.1. The travel agency undertakes:

2.1.1 Provide services to the Client by the terms of this Agreement.

2.1.2 Provide the Client with information about the rules of movement and behavior within the country or at specific sites visited.

2.2. The travel agency has the right to demand payment of the services cost and proper fulfillment of obligations under this Agreement from the Client.

2.3. The Client is obliged to provide the Travel Agency with complete and reliable information necessary for the provision of services included in the Tour, valid documents regarding himself and other tour participants specified in the Application (from now on referred to as tour participants), as well as the following information and documents:

Photocopies of passports, air travel information, information on health conditions, chronic diseases and special medical needs, and medical travel insurance.

The Client provides the specified information and documents 15 days in advance by email to the Travel Agency. Receipt of documents from the Client by the Travel Agency and their return to the Client are formalized by confirmation to the post office of receipt and transmission of documents.

The Client is also obliged to provide the Travel Agency with contact information (address and telephone number) for prompt communication with the Client in emergency cases. If the Client fails to comply with the terms of this paragraph, the Travel Agency does not bear any responsibility for the consequences to the Client.

2.4. The Client must promptly pay the total cost of the tourism product under the conditions specified in this Agreement.

2.5. The Tourist is obliged to arrive on time at the established collection points and return, having with him all the documents necessary for the trip, ensuring their safety, as well as the required amounts of money in the appropriate currency, personal equipment, by the nature of the tourist trip. If the

documents necessary for the journey were prepared by the Tourist independently, he bears full responsibility for their content and compliance with legal requirements.

The Client and the persons specified in the contract must have a health insurance policy for the period of their tourist trip. The Client bears the consequences of refusing compulsory insurance.

2.6. When concluding this Agreement, the Client must familiarize himself with all the information provided by the Travel Agency and instruct the persons accompanying him.

2.7. During the service, the Tourist is obliged to:

- comply with the rules of exit and entry from your country, entry into the country (place) of temporary stay, exit from the government (place) of brief stay, and rules of stay there, and comply with these rules in transit countries.

- comply with the legislation of the country (place) of temporary stay - respect and adhere to the bill, social structure, customs, traditions, and religious beliefs of the place of stay, and do not cause harm to the property of third parties.

- comply with established rules for the protection of nature, historical and cultural monuments; follow personal safety rules

- comply with the rules of transportation established by the carrier and the laws of hotel accommodation.

- comply with the rules of entry into the country of temporary stay, exit from the government of brief stay, and in countries of transit;

- for air transportation - arrive at the airport 3 (three) hours before the departure time indicated on the air tickets;

2.8. The Client has the right:

- demand from the Travel Agency the provision of services established by this Agreement

Refrain from fulfilling this Agreement by reimbursing the Travel Agency for expenses incurred by the Travel Agency related to fulfilling obligations under this Agreement.

- demand damages and compensation for moral damage in the event.

### **3. SETTLEMENT PROCEDURE.**

3.1. The cost of the tourist product is determined in the currency of the tour operator (euro, US dollars, Georgian lari) on the date of conclusion of this Agreement (filling out the Reservation Application). It is indicated in the Reservation Application (Appendix No. 1) and the tourist voucher.

3.2. Payment for the tourism product is made in a fixed currency or the national currency of the Republic of Georgia based on the recalculation of calculated values expressed in euros or US dollars at the internal rate of the National Bank of Georgia (according to Appendix No. 1) on the date of conclusion of this Agreement (unless otherwise specified in p. "Special terms of payment"), by depositing cash into

the Travel Agency's cash desk by the Tourist, or by transferring funds to the Travel Agency's current account through a bank, or by paying by bank card.

3.3. The Client, simultaneously with signing this Agreement, pays the total cost of the Tour or an advance payment of at least 30% of the total cost of the Tour specified in the Booking Application. If the Client makes an advance payment, the residual value must be paid by the Client on the terms set in clauses 3.4 and 3.5.

3.4. In the event of an increase in the Tour Operator's internal rate, the tourism product's remaining cost is recalculated at the National Bank of Georgia rate on the day of full payment 15 days before the start of the Tour. The day of full payment is the current banking day before 16.00. If payment will be after 16.00 on the present day, the remaining cost of the tourism product is recounted at the rate of the National Bank of Georgia on the next day.

3.5. The Customer makes Full payment of the Tour cost 15 days before the start of the Tour. If the Customer booked services less than 15 (fifteen) days before the departure date, payment must be 100% of the cost of the Tour upon signing the Agreement.

3.6. Additional services not specified in this Agreement and ordered by the Client (and other trip participants) from third parties are paid for independently. In this case, the Travel Agency is not responsible.

#### **4. CHANGE AND TERMINATION OF THE AGREEMENT**

4.1. The Client can cancel this Agreement unilaterally, provided expenses will not be refunded as an advance payment or full payment for the Tour.

4.2. This Agreement may be amended or terminated by the parties' Agreement or on other grounds provided for by current legislation or this Agreement. Changes and additions to this Agreement are valid provided they are made in writing and signed by the Travel Agency and the Client.

4.3. Each of the parties has the right to demand a change or termination of the contract for the sale of a tourism product due to a significant change in the circumstances from which the parties proceeded when concluding the contract

Significant changes in circumstances include:

- deterioration of travel conditions specified in the contract and tourist voucher;
- change in travel dates;
- unexpected increase in transport tariffs; -
- inability for a tourist to travel due to circumstances beyond his control (Tourist's illness, refusal to issue a visa, and other circumstances).

4.4 If the Client becomes ill with a viral infection before departure, the Client must inform the tour operator about the existing problem. The tour operator must reschedule the tour booking for upcoming dates while maintaining the terms of the Client's booking for two months.

#### **5. RESPONSIBILITY OF THE PARTIES.**

5.1. The travel agency is not liable to the Client for disruption of service, failure to receive any services, or other damage incurred arising from:

- in connection with the cancellation or delay of a flight, cancellation or delay of departure of a train, ship, or other vehicle due to weather conditions, for different reasons beyond the control of the Travel Agency and the Carrier;
- in connection with the removal of the Tourist from the route by border, customs, or any other government services;
- in connection with actions of consulates and embassies independent of the Travel Agency (including refusal to issue a visa), border and customs authorities (including refusal to cross the border), government bodies of the countries visited (including . on refusal to issue a passport);
- due to the Tourist being late to the place of departure, return, and collection;
- in connection with the loss by the Tourist of a passport, travel documents, cash, and material assets, as well as violation of the legislation of the host country at any stage of the trip; - in connection with the commission of Tourist actions that resulted in damage to him during travel or expulsion from the country of visit, refusal to provide services by a hotel or translator;
- violation by the Tourist of legislation, customs, religious beliefs, social structure, and other rules in the country of temporary stay;
- unilateral refusal of the Customer from the activities provided for by the Tour program;
- due to the Client providing false information and incorrect contact coordinates;
- in connection with other force majeure circumstances: wars, terrorist acts, natural disasters, decisions and actions of government bodies.

5.2. If the Client's actions caused damage to the Travel Agency or third parties, the Client shall compensate for losses in the amount and the manner prescribed by current legislation.

5.3. The carrier is responsible for failure to fulfill or improper fulfillment of transportation obligations by the law and international regulations.

5.4. By the legislation of the country of departure, air tickets and insurance policies are independent contracts between the Client and the air carrier or insurer. All relations arising from the contract of carriage appear between the air carrier and the Client/tourists. The air carrier is responsible for changing (canceling) flight departure times.

Coverage of expenses for insured events will be provided by an insurance policy and decided by the Client independently with the insurance company.

## **6. CLAIMS.**

6.1. The Tourist is obliged to notify the receiving Party, Travel Agency, and Tour Operator of the presence of deficiencies in service on the day they occur to ensure the possibility of immediately eliminating the defects, eliminating or reducing the damage that may be caused to the Tourist.

6.2. All disputes and disagreements arising between the parties concerning the fulfillment of obligations under this Agreement will be resolved through negotiations. Claims to the quality of the tourism product are made by the Tourist and (or) other Customers to the tour operator in writing within 20 days from the contract's expiration date. They are subject to consideration within 10 days from receipt of the claims. If controversial issues must be resolved during negotiations, the disputes are referred to the court by the law.

6.3. Information on the procedure and timing for the Tourist to submit claims to the organization that provided the Tour Operator with financial security, as well as information on the grounds for making payments under the Tour Operator's liability insurance agreement or a bank guarantee, are contained in Appendix No. 2 to the Agreement.

## **USE AND TRANSFER OF PERSONAL DATA**

6.4. The Client allows the Travel Agency to process his data and the personal data of the Tourist (s) specified in the Reservation Application, namely: first name, patronymic, last name, date of birth, gender, registration address, postal address, passport details, contact telephone numbers, email address.

6.5. The Client allows/prohibits the Travel Agency from processing his data

(cross out what is not necessary) and personal data of the Tourist (s) specified in the Reservation Application, namely first name, patronymic, last name, date of birth, gender, registration address, postal address, passport details, contact numbers, Email address,

The Client allows/prohibits the transfer to third parties to whom the Travel Agency.

(cross out what is not necessary) may entrust the processing of personal data transferred to the Travel Agency if required to achieve the purposes specified above, subject to compliance with the requirements of the law on ensuring by such third parties the confidentiality of personal data and the security of personal data during their processing.

6.6. The consent given by the Client to process his data may be withdrawn by sending a written application to the Travel Agency. The Client's consent to processing his data is considered revoked after ten working days from the date of receipt of the Application by the Travel Agency.

## **7. FINAL PROVISIONS**

7.1. This Agreement comes into force when the Parties sign it and is valid until the service end date specified in the Application for booking a tourist product.

7.2. This Agreement is drawn up in two copies having equal legal force.

7.3. From the moment of signing this Agreement, the Application submitted by the Tourist to the Travel Agency becomes an integral part of it.

7.4. All annexes and additions to the Agreement are integral and valid if both parties sign it.

7.5. The travel agency recommends that the Tourist take out insurance against the risk of trip disruption.

Annexes to this Agreement:

1. Reservation request.

## **2. DETAILS AND SIGNATURES OF THE PARTIES**

**Travel agency**

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