

Web Guaranteed AGREEMENT №5

Tbilisi, Georgia

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"Georgian Holidays" with local legal name "Turistuli Kompania Jorjian Holideis LLC", ID CODE: 202355584, VAT certificate no: 083777 referred to as "Tour operator", on behalf of CEO, Manana Tsiramua on the one hand, and a traveler _____ name, surname, passport # _____ referred to as "Tourist" later referred as "parties", have signed the present Agreement as follows:

Following terms are used in the present Agreement:

Tour Operator- A Company that creates, markets inclusive tours and/or performs tour services.

Tourist product – preliminary developed complex of tourist services combining no less than two products: transportation, accommodations, meals, guides, excursions & entrance fees and miscellaneous tourist attractions;

Tourist – an individual or a person acting on behalf of a group of people traveling together across Georgia or other country for the period of 24 hours up to 90 days without carrying out any paid activity and with the obligation to leave the country or a place of stay by a specified date;

Early Bird Booking – product purchase time limit launched by Tour Operator;

Tour (round) – a trip according to the certain route in the fixed terms, provided by a complex of tourist services on transportation, accommodations, meals, guides, excursions and entrance fees or miscellaneous tourist services, granted depending on the purpose of a trip;

Tourist Service – Car rental, hotel booking, excursion, guide service, restaurant booking, train ticket booking, transfer, entertainment and miscellaneous tourist activities;

Tourist voucher (permit) - a document confirming the status of a person or group of people as tourists, payment of services or its guarantee and the basis for reception of tourist services by a tourist or group of tourists.

A special sum – an online reservation deposit applicable for guaranteed tours according to the program.

1. SUBJECT OF AGREEMENT

- 1.1. Tour operator provides the Tourist a Tourist product for agreed price and Tourist receives the purchased services within the preliminary agreed dates.

2. DUTIES OF THE PARTIES

2.1. Tour operator is obliged to:

- 2.1.1. Accept orders from Tourist, as well as notify them through e-mail, about orders on reserved tours, indicating all necessary data as far as possible beforehand, but no later than 14 (fourteen) working days prior to the beginning of the tour.
- 2.1.2. Provide satisfaction of formal requirements, conditions and restrictions presented to tourist(s) from the side of foreign travel agencies, carriers, consular, customs, and other establishments.
- 2.1.3. Give the Tourist all travel and other necessary documents for tour completion including Travel Voucher obtained from Tour operator in a timely manner, and provide them with necessary information according to the requirements of the Law of Georgia «About Tourism».

2.2. Tourist is obliged to:

- 2.2.2. Notify Tour operator through e-mail or other means of written communication about reserved tours, indicating all necessary data as far as possible beforehand, but no later than 14 (fourteen) calendar days prior to the beginning of tour. Changes in the orders made after specified term are not allowed. Tour Operator reserves the right to issue cancellation charges in case of changes after the deadline specified by Tour Operator.
- 2.2.3. Confirm the purchase of the Tour and provide all the necessary information to the Tour Operator by e-mail other means of written communication in a timely manner.
- 2.2.4. Pay the agreed sum for the Tour described in the invoice provided by the Tour Operator complying with Procedure of Payments (section 3).
- 2.2.5. Comply with the Conditions of Cancellation described in Appendix 1, section 7.

3. PROCEDURE OF PAYMENTS

- 3.1. General reservation fee EUR 300 per person or a special sum is a deposit on booking for Guaranteed Tours.

EUR 300 per person or a special sum represents a non-refundable fee in case of cancellation (See Appendix 1, Paragraph 7 “Conditions of Cancellation). Deposit is due to be balanced (subtracted) from the total cost of a purchased product/s.

- 3.2. In case booking is made less than 2 days prior to the beginning of the tour, full payment of a tourist product should be made in time, not exceeding 2 (three) working days after reception of the Invoice of the order, including the day of its receipt.
- 3.3. The following forms of payment might be applied within the frames of the given Agreement:
 - a) Non-cash transfer to the bank account of Tour operator in USD/EUR/GBP.
 - b) Non-cash payment by MasterCard/Visa card in Georgian Lari only (GEL).
 - c) Cash payment – GEL only, directly to the nearest TBC Bank office or TBC Bank Cash terminal no later than beginning of the tour.
- 3.4. After acknowledgement of booking of a tourist product (products) ordered by the Tourist, Tour operator provides Invoice, which at the same time represents a confirmation of order and a subject of payment by the Tourist. The latter should pay 100% of total cost of the product as a confirmation of purchased product.
- 3.5. Balance payment by Bank wire transfer in USD/EUR/GBP
 - 3.5.1. The balance payment must be conducted no later than 2 calendar days prior to the travel date, unless a specific payment deadline has been confirmed with Tour Operator.
 - 3.5.2. After the payment the Tour Operator possesses the right to issue tourist documents (Travel Voucher, final itinerary, contact information, etc.) to the Tourist.
 - 3.5.3. In case of failure to carry out conditions described in Procedure of Payments (section 3) by Tourist might serve as the basis for full annulment of tour by Tour operator, with deduction (collecting) corresponding penalties according to the Conditions of Cancellation (Appendix 1, Paragraph 7).
- 3.6. Balance Payment by card – Visa/MasterCard:
 - 3.6.1. Card payment option is available on travel date in GEL (Georgian Lari) in Tbilisi only.
 - 3.6.2. Card payment cause additional card service fee + 3%.
 - 3.6.3. Tour Operator is not responsible and will not refund any extra charges due to currency conversion rates which might be experienced by the Tourist while card payment on their accounts. These charges are out of Tour Operator’s control and they depend on the current exchange rates and policy of the Tourist’s bank.
- 3.7. In case of a failure of a tour (unless reached a guaranteed status) while purchase of guaranteed departure tour (that is supposed to gather minimal group size defined by a Tour Operator), Tour Operator possesses the right to cancel the tour. Tourist is to be refunded fully (including General reservation fee EUR 300) in 3 (three) days after the cancellation.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1. Parties bear mutual responsibility under the present Agreement within the limits of the full size caused by the culpable neglect to other Party or inadequate performance of the obligations under the Agreement of losses.
- 4.2. Tour operator incurs obligations on performance of all conditions in full, following from the Agreement, according to the current legislation of Georgia, only under condition of performance of requirements of the present Agreement by Tourist. However, the Tour operator does not undertake to pay expenses of the Tourist on accommodation, transport and other services, necessity in which has arisen because of a delay of starts or returning of vehicles due to meteorological, technical conditions or because of strikes and any other force-majeure circumstances.
- 4.3. Tour operator does not bear responsibility and does not compensate damage caused due to occurrence of force-majeure circumstances (unforeseen, inevitable, uncontrollable phenomena and events), which should be officially confirmed by competent bodies of Georgia or the country of temporary stay.
- 4.4. Following is referred to such circumstances: flooding, fire, earthquake, storm, ground subsidence, epidemic, pandemic and other natural phenomena, and war and military actions, strike in the field or region, and decision

accepted by body of the government or management, which caused impossibility to perform the present Agreement.

- 4.5. Tour operator does not bear responsibility for cancelling, delay or other change of a mode of tourist trip for the reasons which are outside of sphere of his/her control, namely: delay of flights due to meteorological conditions and technical reasons, annulment or interruption of the trip due to personal circumstances and other reasons, not dependent on Tour operator.
- 4.6. If, by the decision of government or other competent bodies or officials, tourist is refused to - depart/enter the country, or fly with the air ticket, or reside at the reserved hotel for the reasons of absence of appropriate documents, infringements of the law or causing of anxiety to surroundings, stay in a condition of alcoholic intoxication or infringement of other rules of public behavior, the tourist independently pays all the additional charges which have arisen owing to its illegitimate behavior.
- 4.7. Tour operator does not bear responsibility and does not compensate damage at refusal to the tourist to depart from the home country or enter it from an air carrier or boundary authorities of host countries or transit as a result of untimely or inappropriate registration of passports, or the indication of incorrect data, or for other reasons not connected with performance of obligations by Tour operator under the present Agreement, Tourist bears property responsibility of a tourist as far as reimbursement, connected with deportation of the tourist or canceling of a tour.
- 4.8. Through the whole tour, the tourist should have personal papers issued according to laws of his/her home country and the country of temporary stay. In case of default of this condition Tour operator does not bear responsibility for the arisen consequences.

5. OTHER CONDITIONS

- 5.1. Appendix 1 to the present Agreement and all subsequent appendixes accepted and signed by authorized representatives of both Parties, are an integral part of the present Agreement.
- 5.2. Unilateral change of conditions of the present Agreement is not allowed.
- 5.3. All the arrangements reached by Parties within the present Agreement, are drawn up in the form of additional agreements.
- 5.4. None of the Parties has the right to pass to the third parties full or partial rights under the present Agreement without preliminary written consent of another Party.
- 5.5. Tourist, by signing the present Agreement, confirms his/her consent to include electronic address in the database of Tour operator.

6. CONSIDERATION OF DISPUTES

- 6.1. All disputes and disagreements, which can arise from the present Agreement, will be resolved whenever possible by negotiations between Parties.
- 6.2. In case of impossibility to resolve disputes by negotiations, Parties submit them to the Georgian court for consideration.

7. VALIDITY OF THE AGREEMENT

- 7.1. Present Agreement comes into force from the moment of its signing by the Parties and is valid until written annulations from the both sides. Any of the Parties keeps the right to cancel the Agreement, having preliminarily notified the other Party no later than 30 days prior to the date of cancellation of the Agreement.
- 7.2. Each of the Parties has the right to demand change or cancellation of the Agreement in connection with essential changes of circumstances from which the Parties have proceeded during conclusion of the Agreement.
- 7.3. Prescheduled cancellation of the Agreement is drawn up by the Parties in written form with indication of the order of mutual payments.
- 7.4. Present Agreement is made in 2 (two) original copies having an identical validity, with one copy for each of the Parties.

APPENDIX 1

Present regulations in Appendix 1 are drawn up according to the Law of Georgia “About Tourism” and other legislative statements, adjusting tourist activity within the territory of Georgia.

The fact of acquisition and participation in tours under the programs of “Travel Company Georgian Holidays LLC” (further – Tour Operator) confirms a full agreement between the Tour Operator and the _____ name, surname, passport # _____ with the present regulations which are an integral part of the Agreement.

1. REGISTRATION OF ORDERS AND THEIR VERIFICATION

- 1.1. Upon the tourist’s request, the tourist should receive the information on availability of a tour.
- 1.2. The Tour Operator accepts orders from tourists via e-mail with the order for booking tour, indicating the following data:
 - a) Itinerary of trip;
 - b) Direction;
 - c) Date of departure and return;
 - d) Number of people;
 - e) Full names of tourists in Latin transcription, dates of birth, number of passports;
 - f) Chosen hotels, category, food regimen, type of accommodation;
- 1.3. If for any reason, there is no opportunity to confirm the tourist product requested by the tourist (s), Tour Operator offer alternative options. The information on such options is given to the Tourist by Tour operator together with acknowledgement of the price.

2. PRICES

- 2.1. Price can include the following options:
 - a) Transfer & Transportation
 - b) Accommodation in the confirmed hotel or apartments with the selected nourishment
 - c) Guide
 - d) Excursions
 - e) Special activities
 - f) Meals
- 2.2. Tour Operator has complete information concerning services included in the cost of tourist product. In case of any questions and in order to prevent misunderstanding, it is necessary to clarify all questions with Tour Operator prior to the beginning of tour. If any service is not specifically agreed, it is considered not included in the cost of tourist product.
- 2.3. Quality and content of the services in hotels are defined by the hotel's official category that is determined by competent organs of the country, where the hotel is located.
- 2.4. According to international hotel standards, the calculated hour at the moment of checking in the hotel is considered 14:00, if there are no specific rules stipulated by some hotels. (The tourist is informed by e-mail).

3. LUGGAGE

- 3.1. Tourist's luggage and other personal belongings are not considered as subject of this Agreement.
- 3.2. Rules of transport companies are applicable during sea, fluvial, land and air transportation. In this case, passenger ticket is the main document to fix contractual relationships between the Tourist and Transport Company. In the event of luggage loss or damage, tourist should immediately address Transport Company and provide ticket, luggage tag and corresponding written request.

4. AIRPORT

- 4.1. According to the rules of transport companies and agreements, Tourist must be at the airport no later than 2 hours prior to officially announced time of departure. Tourist is recommended to specify the time of takeoff no later than 48 hours prior to flight.

5. DOCUMENTS

- 5.1. Each Tourist irrespective of age, including children, should have personal papers issued according to the law of the country of short-term stay, where the period of validity of the passport should expire not earlier than three months after the date of tour. In case the Tourist is refused to enter/exit the country due to incorrect data, absence of indispensable documents, their invalidity or tardy issue by decision of authorities or responsible persons, Tour Operator relieves himself/herself of responsibility for tour and the Tourist covers all the expenses connected with tour annulment or changes in the dates.

6. ALTERATION OF AGREEMENT

- 6.1. Tour Operator promises to provide Tourist with all ordered, confirmed and paid tourist services in full range. Terms and content of agreement are provided for by the Agreement. Tourist is released from these duties under the following circumstances:
- a) The abovementioned failure has occurred due to the rise of force major circumstances;
 - b) The abovementioned failure has occurred due to the circumstances, which the Tour Operator could not envisage or avoid despite all taken measures;
- 6.2. If Tour Operator cannot provide ordered tourist product due to some circumstances after the signing of Agreement between Tourist and Tour Operator and prior to the starting date of tour, Tour Operator has the right to offer Tourist to cancel the agreement signed between them with full refund, or accept the entered changes (including changes in prices, if any). Tour Operator should be informed within 2 (two) days.
- 6.3. Tour Operator does not accept demands concerning compensation for the failure to fulfill conditions of Agreement, if the Tourist has agreed to accept changes. If Tour Operator cancels the tour due to any reasons (not through the Tourist's fault) or force majeure circumstances after the signing of Agreement between Tourist and Tour Operator and prior to the starting date of tour, Tourist could be offered another analogical tour, upgraded tour or the total reimbursement for the tour.

7. CONDITIONS OF CANCELLATION

- 7.1 Cancellation is free of charge prior 2 days of the starting day.
- The booking deposit EUR 300 (or a special sum) is non-refundable.
- 7.2 If Tourist cancels the booked tour for some reasons not depending on Tour Operator, the following sums are kept back as a fine:
- 50% of total cost of tourist product in case of tour cancellation 2 days prior to the tour;
 - 100% of the total cost of the tourist product due to the Tourist's failure to appear.
- 7.3 The cost of airline tickets is not included in the definition "total cost of tourist product," reimbursement of which (and fine collection in case of such reimbursement) is carried out according to the rules of airline company.
- 7.4 Rules of the present section are applied both in case of Tourist's cancellation of tour and impossibility to depart the country for any reasons, not depending on Tour Operator.

8. CLAIMS

- 8.1. In case of failure to carry out ordered services, the Tourist should notify the representative of the receiving party within 48 hours, so that to take necessary steps, satisfying all involved parties. In this case, a written statement with signatures of both parties (Tourist and representative of receiving party) should be drawn up. The sum of

the compensation for failure to implement or for improperly carried out services, included in the obtained tourist product, will be assessed according to the present agreement.

8.2. This sum shouldn't exceed the size, imposed by the legislation of Georgia.

8.3. If Tourist is not satisfied with the measures, taken on the spot to eliminate complaints, Tourist has the right to bring complaint to Tour Operator's office within 20 days after the tour's termination. Tour Operator is obliged to give written response concerning complaint to Tourist within 20 days on receiving the text of complaint. However, Tour Operator reserves the right not to settle the emerging argument with Tourist other than in legal form, in case the complaint was not reported officially and in time by the Tourist or was not delivered to Tour Operator's office in timely basis, as provided in this article.

LEGAL ADDRESSES OF THE PARTIES

Travel Company Georgian Holidays LLC
 ID CODE: 202355584 VAT certificate no: 083777
 #5 Apolon Kutateladze Str., Tbilisi, 0108, Georgia
 Tel: +995 322 880 225
 Mob: +995 593 529 685
 E-mail: info@georgianholidays.com

Beneficiary's name: TRAVEL COMPANY GEORGIAN
 HOLIDAYS LLC
 IBAN: GE24TB0622036120100001
 Bank: JSC TBC BANK
 SWIFT: TBCBGE22

General Director: Mrs. Manana Tsiramua

Signature: _____

Seal: _____

Tourist's Name _____

Tourist's Surname _____

Address of residence _____

Zip code _____

City _____

Country _____

ID or Passport # _____

Signature: _____