

CONTRACT No. \_\_\_\_\_\_\_ FOR BOOKING TOURISM SERVICES

Date: \_\_\_\_\_\_\_\_ Location: \_\_\_\_\_\_

We, the undersigned as the Parties of this Contract:

\_\_\_\_\_\_\_\_\_; unified registration No. \_\_\_\_\_\_\_\_\_\_\_\_; legal address: \_\_\_\_\_\_\_\_\_\_\_; office address: \_\_\_\_\_\_\_\_\_\_\_\_; represented by the authorised representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; hereinafter – the Agency, on the one hand, and .; Identity number .; hereinafter – the Customer, on the other hand, both jointly hereinafter referred to as the Parties:

* Having regard to the information available to the Parties regarding the provision of Tourism Services,
* According to the Terms and Conditions for the Provision of Tourism Services No. TP-01, hereinafter – the Terms and Conditions, approved on 23 September 2009, by the Tour Operator AS ALIDA TURS; unified registration No. LV 40003285204, hereinafter – the Tour Operator, which are attached to this Contract as an annex and is an integral part of this Contract, after negotiating this Contract and the Terms and Conditions, reading the text and clarifying the provisions required for the Customers, have concluded the following Contract:

A) SUBJECT OF THE CONTRACT

1. The AGENCY books Tourism Services for the Customer to the extent defined in Clause 3 and 4, hereinafter – the Services or the Trip Voucher, with an aim to provide the Services to the Customer in accordance with this Contract and the Terms and Conditions.
2. The Parties agree that the purpose of booking and provision of the Services is to ensure a recreation package to the following persons.

B) DESCRIPTION OF TOURISM SERVICES (TRIP VOUCHER)

**C) TOURISTS**

5. The Trip Voucher is booked for the following persons indicated by the Customer and such persons are referred to as Tourists, hereinafter – the Tourists, in the present Contract:

1. **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
2. **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
3. The conditions of the Trip Voucher include the following Tourism Services:

Package No: \_\_\_\_\_\_\_\_\_\_\_

Direction and destination of the Trip Voucher, Country: \_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_

Validity period of the Trip Voucher: from \_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_

Hotel and its classification: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Catering: ALL INCLUSIVE

Type of room: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Period of Stay /Number of nights: \_\_ Transfer: Group

IMPORTANT: The Agency shall draw a VOUCHER of Tourism Services and issue to the Customer.

* 1. Notes: basic details, including, catering, description of amenities, comfort level, main features are given separately according to the information about the hotel, category and service notes conform to the respective national standards, and it is published on website [www.alida.lv](http://www.alida.lv) and available to the Customer.
	2. Notes: the Customer has access to the information on the booking status (Trip status) and the payment made for the Trip Voucher in the booking system of the Tour Operation, on website <https://agents.alida.lv> under section “Check my trip”.
1. The terms and conditions of the Trip Voucher include the following passenger air transport:

Route / Flight / Charter: RIGA - RHODES - R|GA

Date Flight No. Class Catering

Departure \_\_\_\_\_\_\_\_\_ Economy class No

Arrival \_\_\_\_\_\_\_\_\_ Economy class No

IMPORTANT: The Agency shall draw a Flight VOUCHER and issue to the Customer.

* 1. Notes: the DEPARTURE TIME MAY CHANGE. The carrier (airline) has the right to change departure time (both directions).
	2. Notes: the CUSTOMER has an obligation to check the information given in the voucher 1 (one) calendar day before the departure (to and back from the destination country), to arrive at the airport in a good time and use the passenger transport. If the TOURISTS miss the departure, they are deemed to have failed to use the passenger transport due to the CUSTOMER’S fault.
	3. The Customer is responsible and takes all risks associated with the failure to use the passenger transport.
	4. Both the Tour Operator and the Agency are not responsible for any consequences or losses incurred if the Customer or the Tourists fail to use the passenger transport.
1. PRICE OF THE TRIP VOUCHER AND PAYMENTS
2. The calculated price of the Trip Voucher consists of: category \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ taking into consideration that the price is given excluding tour costs, fees and other payments, the price of the Trip Voucher amounts to:

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. The CUSTOMER undertakes to pay the Price of the Trip Voucher as follows (filled in by the Agency, the date and amount):
	1. Advance payment: 7.2. payment of the remaining amount:
2. Payments are made in *euro* in cash or by bank transfer. If payments are made in other currency, the amount is converted to an equivalent in *euro* for the purpose of mutual settlements between the parties. Bank details:

Beneficiary:

Bank account:

Purpose: Payment for

1. ADDITIONAL SERVICES OUTSIDE THE SCOPE OF THE CONTRACT
2. The Customer has the right to receive Additional Services of the Agency if certain travel documents need to be prepared for the Trip Voucher.

Additional Services provided by the Agency outside the scope of Paragraph B of the Contract shall not be regarded as the subject of this Contract.

Additional Services shall be provided at the Agency’s discretion and under its pricing terms.

1. The Tour Operator is not responsible for possible losses incurred by the Customer in relation to the provision of poor quality or inadequate Additional Services.
2. Additional Services are visas, insurance, vehicle and their prices (filled in by the Agency):
3. PERSONAL DATA, DOCUMENTS AND INSURANCE
4. The Customer has an obligation to provide true, accurate and necessary personal data, data on the Tourists in the Trip Voucher. The Tourists must have valid passports or equivalent documents, as well as visas, medical insurance policies, photos and other documents necessary to cross the border, enter into, stay in and depart from the Republic of Latvia or other countries. The Tourists shall timely obtain the documents necessary and sufficient to receive the services covered by the Trip Voucher in full and to comply with the requirements applicable to the Tourists in the Republic of Latvia or the destination country indicated in the Trip Voucher (including any requirements for personal documents, entry into and stay in the country, etc.),

The Customer takes all risks associated with the provision of false data on the Tourists or the absence of any travel documents necessary for the provision of the Tourism Service, including other requirements for personal data and documents under this Clause and the Customer is responsible for possible consequences.

1. The Customer has the right to receive necessary information that is available to the Agency relating to the Tourists regarding the Trip Voucher and that is required for the entry, departure or stay by the laws of the Republic of Latvia or the destination country.
2. The Customer has the right to choose the type and procedure of insurance, and to obtain the necessary insurance independently or to use the Agency’s offer.
3. The Customer has an obligation to ensure proper insurance to the Tourists, as well as ensure medical, financial damage and other insurance if the Tourists must have such insurance in accordance with the laws of the Republic of Latvia or the destination country.
4. The Customer is aware that the Agency offers a possibility to obtain life and health insurance, luggage insurance, liability insurance or possible expenses or financial damage insurance for the Tourists. Based on the information provided, the Customer hereby confirms by his/her signature that he/she has chosen the following Travel insurance in relation to the trip:
	1. Independently 17.2. Agency’s offer

(Customer’s signature and printed name) (Customer’s signature and printed name)

1. GUARANTEES AND PROVISION OF THE SERVICES
2. The Tour Operator uses the deposit made by the Customer to obtain the following insurance: AAS BALTA, Insurance Policy of the Performance of the Tour Operator’s Obligations, No. 615662178
3. The Agency books the Trip Voucher for the Customer on the basis of this Contract and in accordance with the provisions thereof.
4. The Customer receives the services to the extent specified in Paragraph B of the Contract, after the confirmation of the Trip Voucher, the issue of the Voucher and after the Customer has fulfilled the provisions of this Contract.
5. The Parties confirm by their signatures that the Agency has provided and the Customer has received the information about the content and the terms and conditions of services, and there are no other questions or uncertainties in this regard.

The Customer has the right to submit a written claim concerning the provision of services that do not comply with the Contract within 2 (two) years from the signing of the Contract in the official language and in English to the following addresses: the Agency and the Tour Operator.

1. CONTACTS
2. The Customer’s contact information (filled in by the Agency):

-for communication with regard to the Contract: telephone e-mail address

* Contact person (name, surname, telephone): for emergency situations or situations related to the declaration of insolvency proceedings of the Tour Operator or where the Trip Voucher cannot be performed during the travel due to the insolvency of the Tour Operator: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
1. Agency’s contact information:
* Contact person during the travel, among other things to solve or report an emergency situation: indicated in the travel voucher,
* Contact person for any matter related to this Contract is the person who has signed the Contract on behalf of the Agency in accordance with the details given herein.
1. SPECIAL CONDITIONS
2. The following special conditions marked with an X are applied to the Services (filled in by the Agency):

☒ 24.1. Conditions Changes for payment - if the Customer chooses to amend the information indicated in the Trip Voucher (the Section of the Trip Voucher that the Customer may change), such changes are considered as additional services provided with the Tour Operator’s consent for additional payment in the amount of EUR 35.00 for each amendment.

☒ 24.2. Condition Immediate payment - payment for the Trip Voucher at certain price is made immediately but no later than within five days from the confirmation of the Trip Voucher.

☒24.3. Conditions:

1. Early booking (EB 20/80): if the Customer withdraws form the Trip Voucher more than 30 (thirty) days before the date of the Trip Voucher (the beginning of the validity period), the Tour Operator cancels the Trip and applies a contractual penalty in the amount of 10 % (ten percent) of the Trip price but no less than EUR 69 per person.

If the Customer withdraws from the Trip less than 30 (thirty) days before the date of the Trip Voucher (the beginning of the validity period), the Tour Operator cancels the Trip and applies the contractual penalty in accordance with the Terms and Conditions.

1. Early booking (EB 50/50): if the Customer withdraws form the Trip Voucher more than 30 (thirty) days before the date of the Trip Voucher (the beginning of the validity period), the Tour Operator cancels the Trip and applies a contractual penalty in the amount of 10 % (ten percent) of the Trip price but no less than EUR 69 per person.

If the Customer withdraws from the Trip less than 30 (thirty) days before the date of the Trip Voucher (the beginning of the validity period), the Tour Operator cancels the Trip and applies the contractual penalty in accordance with the Terms and Conditions.

1. Early booking (EB 100): if the Customer withdraws form the Trip Voucher more than 45 (forty five) days before the date of the Trip Voucher (the beginning of the validity period), the Tour Operator cancels the Trip and applies a contractual penalty in the amount of 0% (zero percent) of the Trip price. Money shall be refunded within 7 days from the scheduled departure date.

If the Customer withdraws form the Trip Voucher more than 30 (thirty) days but less than 45 (forty five) days before the date of the Trip Voucher (the beginning of the validity period), the Tour Operator cancels the Trip and applies a contractual penalty in the amount of 10 % (ten percent) of the Trip price.

If the Customer withdraws form the Trip Voucher less than 30 (thirty) days before the date of the Trip Voucher (the beginning of the validity period), the Tour Operator cancels the Trip and applies the contractual penalty in accordance with the Terms and Conditions.

24.3.4 Change conditions:

* One change may be made free of charge to the bookings with regard to the departure date, the direction of the trip, hotel, duration of the stay, type of room and type of catering,
* Changes may be notified not later than 30 days before the departure date,
* In case of changes the trip, prices will be recalculated in accordance with the prices effective on the date of making the changes,
* Number of tourists cannot be reduced,
* Changes may be refused if flight tickets and/or the requested hotel are no longer available,
* Other changes, repeated changes within the Tour Operator’s competence – EUR 35,
* In case of failure to timely make the payment, pre-sale discounts will be annulled and the price will be recalculated in accordance with the standard pricelist.
1. REMAINING PROVISIONS
2. The provisions of this Contract and the Terms and Conditions are combined and constitute the entire contractual relationship between the Parties and are binding upon the Parties.
3. The Terms and Conditions No. TP-01 attached to this Contract and approved on 23 September 2009 is binding upon the Parties without separate signature thereof by the Parties.
4. In case of any disputes the Parties undertake to follow the original of the Terms and Conditions No. TP-01 held by the Tour Operator or the certified copy thereof held by the Agency.
5. The Contract enters into force upon its signing. It is drawn and signed in two original copies, one copy for each of the Parties.
6. Details and signatures of the Parties:

**Customer**

Agency

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Unified registration No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone:

E-mail:

Address:

Legal address: \_\_\_\_\_\_\_\_\_\_\_\_\_

Office address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone:

Fax:

E-mail:

Bank name:

Account:

S.W.I.F.T.:

1. By signing this Contract the Parties acknowledge that they have read the Contract and the Terms and Conditions, negotiated them, fully understand their meaning and the acronyms used therein, agree to them, and the Parties have received their copy of the document and undertake to fulfil them.

Agency

**The Customer**

Dear Customer!

You can check the status of your trip (flight and hotel confirmation, payments) and its accuracy,
in the Tour Operator’s booking system on website
<https://agents.alida.lv> under section “Check my trip”.

DEFINITIONS AND GENERAL INFORMATION

**TERMS AND CONDITIONS No. TP-01 FOR THE PROVISION OF TOURISM SERVICES**

Annex to the CONTRACT No/ 079335 of 14.03.2017

FOR BOOKING TOURISM SERVICES

AS ALIDA TŪRS approved on 23 September 2009, registered under No. 003N/2009

1. The following DEFINITIONS are used in these Terms and Conditions:
	1. Tour Operator - joint stock company ALIDA TŪRS (unified registration No. LV40003285204, legal address: Riga, Brīvības iela 162-20, LV-1012).
	2. Agency - a person appointed by the Tour Operator to provide intermediary services for the Tourism Service based on the contractual relationship established between the Tour Operator and the Customer.
	3. Customer - a natural or legal person who has signed the contract for the provision of Tourism Services.
	4. Tourist - a natural person indicated by the Customer and mentioned in the Contract, having the right to receive the Tourism Services.
	5. Tourism Service or the Trip Voucher - complex package of Tourism Services registered, approved and provided by the Tour Operator to the extent and under the terms and conditions laid down in the Contract, which covers passenger air transport and Tourism Services.
	6. Contract - a separate contract for the provision of Tourism Services signed between the Customer and the Agency, which along with the Terms and Conditions serve as the basis for booking, confirmation and provision of the Trip Voucher.
	7. Contract price or price - the price for the provision of the Tourism Service specified in the Contract.
	8. Voucher - a document (one or more) for the provision of the Tourism Service drawn and approved by the Tour Operator which grants the right to receive the Tourism Service along with the included passenger transport.
	9. Country - country indicated in the Contract and the Trip Voucher where the Tourism Service is provided.
	10. Carrier - Carrier (airline) providing the passenger transport under the Voucher.
	11. Hotel - a hotel indicated in the Voucher or ensured to the Tourists in certain situations, which accommodates and services the Tourists in the Country.
	12. Contact person in the Country - the person indicated in the Voucher, responsible for providing information to the Customers in the Country to receive the Tourism Service.
	13. Competent authorities - a certain authority in the Republic of Latvia or the Country which is competent to ensure the compliance with the requirements or regulations for the Tourists laid down in the legislation governing the stay and accommodation of the Tourists or other actions of the Tourists (including crossing the border, entry into and stay in the Country, obtaining visas and documents, passenger carriage, etc.) in the Republic of Latvia or the Country.
	14. Terms and Conditions - the Terms and Conditions No. TP - 1 for the Provision of Tourism Services approved on 23 September 2009 and any other amendments and supplements to the Terms and Conditions approved by the Tour Operator I.

SUBJECT OF THE CONTRACT AND THE PROCEDURE FOR SIGNING OF THE CONTRACT

1. The subject of the Contractual relationship is the Trip Voucher referred to in the Contract.
2. Additional Services that are mentioned in the Contract and are not included in the price calculated in the Trip Voucher shall not the subject of the Contract and shall be provided to the Customer separately. The conditions for the provision of the Additional Services may be incorporated in the text of the Contract or drawn separately at the Agency’s discretion. The Tour Operator shall not consider the Customer’s complaints or claims that may arise in connection with the Additional Services.
3. The Tourism Service shall be provided to the Customer under the Contract, on the date, time, extent and manner in which the service is available to the Tour Operator.
4. Prior to signing the Contract, the Customer has an obligation to read the description of the Tourism Services in the Contract and to verify whether it complies with the conditions selected by the Customer to receive the Tourism Services, by obtaining the necessary information from the Agency or on website [www.alida.lv](http://www.alida.lv).
5. Basic information on the Tourism Service is provided in the Contract as a designation of letters, figures and symbols in accordance with the acronyms and standards of the country where the Tourism Service is provided and the Customer has an obligation to clarify the meaning of such acronyms upon the signing of the Contract.
6. The Tour Operator makes any reasonable changes or supplements to the Trip Voucher within its competence.
7. The Contract signed with the Customer and the Terms and Conditions constitute the entire contractual relationship, according to which the Tourism Service is provided to the Customer.
8. The Contract shall contain all necessary details and information for the provision of the Tourism Service and the sufficient information to prepare the Trip Voucher and to issue the Voucher, including information on the Customer and the Tourist.
9. The Trip Voucher shall be considered as booked, based on the data contained therein, after the signing of the Contract, the fulfilment of the conditions for the booking of the Trip Voucher and after the Tour Operator has confirmed the Trip Voucher and assigned the status “OK”.
10. The Customer has an obligation to check the booking status of the Trip Voucher, as necessary, i.e. the status and payments for the Trip Voucher, by obtaining information on website <https://agents.alida.lv>, under section “Check my trip” and entering specific identification data.
11. The Tour Operator confirms the Trip Voucher by taking the necessary actions through its own resources and at its own discretion, and thereafter notifies the Agency.
12. The Trip Voucher is considered as booked, the amount of the Tourism Service under the Trip Voucher is available to the Customer, and the Tour Operator has an obligation to provide the Tourism Service when the payments for the Trip Voucher have been made, the Voucher has been prepared or printed, and submitted to the Customer or the Tourist.

RIGHTS AND OBLIGATIONS OF THE PARTICIPANTS TO THE CONTRACT

1. Participants to the Contract are the parties mentioned therein.
2. The rights, obligations and responsibility of the Customer, the Agency and the Tour Operator are laid down under the signed Contract and the Terms and Conditions.
3. The Customer undertakes:
	1. To timely make all payments under the Contract or the Terms and Conditions, as well as contractual penalty and related fees and costs in case of late payments.
	2. To ensure that Tourists obtain information about the provisions of the Contract and the Terms and Conditions, and take all actions that they are expected to take in order to comply with the Contract and the Terms and Conditions.
	3. To take all risks within the validity period of the Trip Voucher and to timely provide information to the Tourists and ensure the compliance with the conditions and requirements specified by the Tour Operator, the Agency, the Carrier, the Contact person in the Country, the Competent authorities with regard to the entry into and stay in the Country and the Republic of Latvia, as well as other circumstances or situation that affect or may affect the provision of the Tourism Service:
4. Requirements for the procedure for adults and/or minors in relation to crossing border, departure and entry into, personal identification documents, the availability of means of subsistence in accordance with the entry requirements, the procedure for issue of passports and the requirements for the validity thereof, the requirements of necessary vaccination, the requirements for visa of the relevant country,
5. International passenger transport regulations, luggage handling arrangements,
6. The requirements for the quantity and name of the property to be imported to and exported from the Country, the national and foreign border protection and customs requirements,
7. to comply with the legislation and general public order regulations,
8. To comply with the insurance requirements,
9. To comply with other requirements and legislation related to the Trip Voucher, including, the hotel requirements and conditions relating to transportation to/from the hotel, etc.
	1. To cover the losses and costs incurred by the Tour Operator or the Agency due to the Customer’s or the Tourists’ fault or in connection with any circumstances caused by the Customer or the Tourists (including any possible fines or costs to be paid on the basis of decisions made by public authorities or controlling public authorities or third persons having contractual relationship with the Tour Operator or the Agency).
	2. To cover the losses and costs incurred by the Tour Operator or the Agency due to or in connection with the performance of the Contract as a result of accidents of the Tourists or other unforeseen events in the result of which the Agency or the Tour Operator have provided assistance or additional services outside the scope of the Contract to the Tourists.
	3. To provide the Agency and the person indicated in the Voucher with the necessary documents or information necessary for the performance of the Contract.
	4. To timely obtain information and to notify the Tourists about the Trip Voucher from the Agency or the information sources specified in the Contract or the Terms and Conditions, including email addresses or websites, as well as to ensure exchange of information using the abovementioned communication means or address.
	5. To notify immediately about any obstacles associated with the receipt of the Tourism Service or related information.
	6. To fulfil other obligations of the Customer directly specified or arising out of the Contract or the Terms and Conditions.
	7. To timely pick up from the Agency the Voucher prepared or updated, if any changes have been made to the Trip Voucher.
10. The Tour Operator undertakes:
	1. To book and approve the Trip Voucher on the basis of the data provided by the Agency under the specified procedure and the provisions of the Contract.
	2. To make changes in the Trip Voucher or to cancel it under the specified procedure.
	3. To provide the Tourism Service under the Contract and the Terms and Conditions.
	4. Upon a request, to provide the Agency with information or ensure access to information necessary for booking, confirmation and provision of the Tourism Service under the Contract or the Terms and Conditions.
	5. To timely inform the Agency on changes in the conditions for booking, confirmation and provision of the Tourism Service.
	6. To ensure access to the Voucher, verification of the information contained in the Voucher or any amendments thereof made under the procedure laid down by the Tour Operator.
	7. To comply with other requirements laid down by the legislation of the Republic of Latvia regarding the provision of the Tourism Service.
11. The Agency undertakes:
	1. To provide the Customer with necessary, complete and reliable information and to timely inform about the conditions for booking, confirmation and provision of the Tourism Service or any changes thereof, the prices, special conditions and deadlines.
	2. To sign the Contract and annexes with the Customer and to ensure the conformity of the information contained therein to the information about the Tourism Services, the Customer’s data and the conditions applied to this Trip Voucher.
	3. To ensure constant and timely communication with the Customer or the Tourist, or other required cooperation throughout the performance of the Contract, and ensure that the information (including changes in the departure time) or documents (including the Voucher) are exchanged in a timely manner.
	4. To represent the interests of the Tour Operator to the extent provided under the Contract and to establish the contractual relationship with the Customer in a timely manner by signing the relevant Contract and to ensure that the Contract and the attached Terms and Conditions are printed, signed and submitted to the Customer.
	5. To perform the signed Contract and these Terms and Conditions, as well as to fulfil other obligations arising out of the contractual relationship with the Tour Operator.
	6. To timely inform the Customer on the booking status, confirmation, preparation and submission of the Voucher or other actions relating to the provision of the Tourism Service, including the additional services, changes in the dates, prices and other conditions of the Tourism Services or refusal to provide the services, including situations occurred due to the Customer’s fault or emergency (extraordinary, unforeseen and uncontrolled) circumstances, due to unforeseen or unavoidable action of third persons who are not related to the Contract.
12. The Customer is aware that the Carrier is entitled to change the departure time (in unforeseen circumstances or at its own discretion) and the Customer has an obligation to check the departure time indicated in the Voucher not later than 1 (one) day before the flight (i.e. 24 hours before the flight) by obtaining the information directly form the Agency of the institution providing the specific transport service (airport) and to arrive at the airport in good time.
13. If the Customer fails to arrive at the airport on the specified time for the carriage for any reason, or fails to comply with the boarding requirements or has not received or used the transport service for any reason, or has not received or used the Tourism Service under the Voucher due to failure to fulfil his/her obligations in all other cases, the Customer has no right to claim reimbursement of losses or compensation for the services not received and the beneficiary keeps the payments made by the Customer.
14. The Tour Operator or the Contact person in the Country have the right to change the conditions of the Trip Voucher for the tourist accommodation country (hotel) at their own discretion, providing the same level (category) hotel or change the accommodation to a higher level (category) hotel, depending on certain affecting unforeseen circumstances.

The Tour Operator or the Contract person in the Country has the right to change all other conditions of the Trip Voucher for catering, type of room, transfer, etc., except for the type of transport, route and dates of the trip, at their own discretion, keeping the conditions of the same Trip Voucher, as far as possible, or depending on certain affecting unforeseen circumstances.

1. The Customer undertakes to fulfil his/her obligations personally or assign the authority to a third person under the procedure laid down in the laws of the Republic of Latvia.
2. Any special or additional requirements of the Customer for the Trip Voucher that the Tour Operator may provide and that the Customer has notified the Agency about, and that are necessary for the Tourists during the Trip, shall be indicated in the Contract based on the Customer’s application and the Tour Operator’s approval, taking into consideration the additional conditions and payments specified in this regard.
3. The Customer has an obligation to check independently and timely the compliance of the information contained in the Voucher with the conditions of the Trip Voucher and to notify immediately of any insufficient or inconsistent information in the Voucher, otherwise the Customer takes the risks associated with it.
4. The Customer has an obligation to verify himself whether the Agency selling the Tourism Service has the necessary and valid authority to conduct the business, and the Customer takes the associated risks.
5. In case of uncertainties or any questions regarding the payments made for the booking of the Trip Voucher or under the Terms and Conditions for the Tourism Service, the Customer shall follow the information published on website <https://agents.alida.lv> under section ’’Check my trip” or website [www.alida.lv](http://www.alida.lv).
6. In case of any unclear situations or disputes concerning payments or information contained in the Trip Voucher or the Voucher by the date and time of the Tourism Service, the Customer has an obligation to check it himself in a timely manner and to solve it directly with the Agency; and the Customer takes all associated risks.
7. Within the validity period of the Trip Voucher the Customer has the right to receive immediate assistance from the Tour Operator or the Agency within their competence to the agreed extent, in the agreed manner and for the agreed payments in the following situations: force majeure circumstance, due to actions of third persons not related to this Contract that neither the Customer, nor the Agency, nor the Tour Operator could have foreseen.
8. In all cases when the Customer is unable to receive the Tourism Service due to certain circumstances, the Tour Operator, within its competence, provides coordinated and required assistance or services to the Customer under the procedure laid down in the laws of the Republic of Latvia, and the Customer covers the costs incurred or pays for the services at his own expense.

CANCELLATION OF THE TOURISM SERVICE

1. The Tourism Service, including the Trip Voucher may be cancelled in accordance with the laws of the Republic of Latvia or before the date of the Trip Voucher (with the application of contractual penalty or a fine, if such is required), based on relevant decision, in any of the following cases:
	1. Based on the Tour Operator’s decision if the Customer or the Agency fails to comply with the Contract or there are certain circumstances that prevent the provision of the Tourism Service under the Contract or the Terms and Conditions.
	2. Based on the application of the Customer if the Customer has the right to withdraw from the Tourism Service under the Terms and Conditions or in cases where the Tourism Services have not been used as agreed due to act or omission of the Customer or the Tourist.
2. The Customer has the right to withdraw from the Tourism Service under the Terms and Conditions, unless otherwise provided in the Contract, with the application of the contractual penalty.

If the Tourism Services (the Trip Voucher) has not been used as agreed due to act or omission of the Customer or the Tourist, the Customer is deemed to have withdrawn from the Trip Voucher in accordance with Clause 30.2 of the Terms and Conditions.

If the Customer withdraws or is deemed to have withdrawn from the Trip Voucher, the Customer is entitled to a refund in the amount that remains after the application of the contractual penalty calculated under Clause 32 of the Terms and Conditions.

1. The contractual penalty is calculated on the basis of an application as follows:
	1. if the application is submitted more than 30 (thirty) days before the date of the Trip Voucher (the beginning of the validity period), the Tour Operator cancels the Trip Voucher without the application of the contractual penalty,
	2. if the application is submitted more than 20 (twenty) days before the date of the Trip Voucher (the beginning of the validity period), the Tour Operator cancels the Trip Voucher with the application of the contractual penalty in the amount of 25 % (twenty five percent) of the Trip price.
	3. if the application is submitted more than 15 (fifteen) days before the date of the Trip Voucher (the beginning of the validity period), the Tour Operator cancels the Trip Voucher with the application of the contractual penalty in the amount of 50 % (fifty percent) of the Trip price.
	4. if the application is submitted more than 10 (ten) days before the date of the Trip Voucher (the beginning of the validity period), the Tour Operator cancels the Trip Voucher with the application of the contractual penalty in the amount of 75% (seventy five percent) of the Trip price.
	5. if the application is submitted within 10 (ten) or less days before the date of the Trip Voucher (the beginning of the validity period), the Tour Operator cancels the Trip Voucher with the application of the contractual penalty in the amount of 100% (one hundred percent) of the Trip price.
2. The Tour Operator calculated the amount of refund, while the Agency refund the money to the Customer based on the decision of the Tour Operator within 30 (thirty) days from the date of taking the decision.
3. The Tourism Service, including the Trip Voucher may be cancelled in all unforeseen circumstances that may be recognised as force majeure circumstances.

PAYMENTS

1. Payments for booking and provision of the Tourism Service shall be made in a timely manner without any reminders, in accordance with the Contract.
2. All payments shall be made by the Customer or a person acting on behalf of the Customer.
3. Payments are deemed to have been made when the payment is deposited in the bank account or at the cashier of the relevant beneficiary.
4. In case of paying the contractual penalty, the payment shall be first applied to the contractual penalty and the balance thereafter remaining shall be applied to the debt.
5. For any delayed payment under the Contract the Customer has an obligation to pay contractual penalty in the amount of 1 % of the debt for each day of delay. The payment of the contractual penalty shall not release the Customer from the fulfilment of the obligations.
6. In all cases where the Customer shall reimburse the losses or costs, the obligation to pay arises as from the receipt of relevant invoice.

RESPONSIBILITY

1. The Tour Operator is responsible for the provision of the Tourism Services in accordance with the Contract, except for situations where the Tour Operator or other service provider are not responsible for the non-fulfilment or improper fulfilment of the Contract, and the failure to fulfil the Contract is caused by:
	1. the Customer’s fault;
	2. unforeseen or unavoidable action of any third person (not related to the services under the Contract);
	3. emergency (extraordinary, unforeseen and uncontrolled) circumstances;
	4. any event that the Tour Operator or its representative could not foresee or prevent by the use of all reasonable means.
2. The Customer is jointly and severally liable for the act or omission of the Tourists. The Customer has an obligation to fulfil the requirements imposed on the Tourist for the provision performance or termination of the Tourism Service under the Contract or in other cases not stipulated in the Contract in the same manner as if the Customer himself would be the debtor.
3. The Tour Operator shall be held responsible in accordance with the laws of the Republic of Latvia as provided in the Contract.
4. The Agency shall be held responsible as the intermediary service provider in accordance with the laws of the Republic of Latvia.

INFORMATION ABOUT THE PROVISION OF THE TOURISM SERVICE AND THE SETTLEMENT OF COMPLAINTS

1. By signing the Contract, the Customer acknowledges that he has received and he has access to additional information about the Tourism Service and its description provided by the Agency and/or published on website [www.alida.lv](http://www.alida.lv). The Customer is aware of the terms and conditions regarding the documents required for the Customer and/or the Tourist for the entry into, departure and stay in the Country and the Republic of Latvia, and the compliance with medical formalities and other requirements for the Tourism Service.
2. The Customer undertakes to deal with any questions or complaints concerning the restrictions or the quality of the Tourism Service within the validity period of the Trip Voucher on the spot, by contacting the competent person. If the Customer fails to deal with the complaints on the spot, the Customer has an obligation to notify the person indicated in the Contract about his complaints immediately and within the validity period of the Trip Voucher, if possible, to eliminate the shortcomings or inconsistencies of the quality of the Tourism Service.
3. Any complaints of the Customer submitted outside the validity period of the Trip Voucher, shall be settled in accordance with written and properly drawn documents in Latvian language, taking into account the information and/or evidence available to the Tour Operator.
4. Any complaints of the Tourist concerning the Tourism Services shall be settled if the Tourist is the successor of the Customer.
5. In case of any disagreements or disputes the Parties, within their competence, have an obligation to solve the disagreement or dispute in writing, by submitting justified complaints and replies in Latvian language to the Parties. If the Parties have failed to settle the complaints or to provide a reply, or solve the disagreement or dispute within 30 days from the date of submission of the complaint, the dispute shall be finally resolved in accordance with the laws of the Republic of Latvia.

FINAL PROVISIONS

1. The Tour Operator has the right to use the information on the Customers and Tourists to enter, store and process data regarding the provided Tourism Service in accordance with the laws of the Republic of Latvia.
2. If any provision of the Terms and Conditions is contrary to the provisions of the Contract, the provision of the Terms and Conditions shall prevail.
3. If certain provisions of the Contract or the Terms and Conditions are contrary to the laws of the Republic of Latvia or the country where the Tourism Service is provided and therefore unlawful, tit shall not affect the validity of the remaining provisions.
4. Documents submitted to the Customer regarding the provision of the Tourism Service may be drawn in Latvian, Russian or English depending on the Country. Use of foreign language in the designations contained in the Trip Voucher or the Voucher shall not prevent the fulfilment of the Contract, and no complaints shall be examined in this regard.
5. Timely exchange of information about the Tourism Service to the addresses, telephones and e-mails given in the Contract is considered to be sufficient means of communication.
6. The Tour Operator may change or supplement these Terms and Conditions at any time at its own discretion.
7. Changes and supplements to the Terms and Conditions are valid upon the approval of the Tour Operator and become an integral part of the Contract. Such changes and supplements shall be fulfilled without additional approval and applied to the Trip Vouchers booked after the given date.

SIGNATURES OF THE PARTOES

Agency Customer