

Extract of General Conditions pf "Balkan Tourbox" OOD for organized tourist travel (TT) and sales to end clients – tourists**I. RESERVATIONS**

1. The Tourist has the right to execute a temporary reservation by completing the reservation form for tourist travel - TT, including over the phone. In this case, the form is kept up to 2 business days, after which it must be confirmed via deposit payment. The information provided at the Tour Operator's offices is current and has precedence over the information which could be obtained from other information sources (Internet, advertising brochures, radio and TV shows, etc).
2. The reservation is in effect only after deposit payment to the amount of 50% per person for all trips. The remainder of 50% to payment minimum 15 /fifteen/ business days prior to the departure date.
3. The Organized Tourist Travel Contract (OTTC) engages "Balkan Tourbox" EOOD for execution of obligations only upon reconfirmation on part of Tour Operator of executed temporary reservation, within the limits of two business days. When in the meantime a contract is concluded it is assumed that the contract is concluded under a postponement condition, in view of expected confirmation, and in case such is lacking, the Tour Operator offers other possibilities, which the User may accept or reject, without owing default or compensation.
4. Within a term of 10 to 7 business days prior to the travel's commencement, the Tourist must visit the Tour Operator's offices, where the Tourist has concluded the contract, in order to obtain information pursuant to Article 32 of the Tourism Act.

II. RIGHTS AND OBLIGATIONS OF THE PARTIES, VISA SERVICES AND INSURANCE

5. The Tour Operator undertakes to prepare, ensure, and implement the TT. The Tourist undertakes to provide complete cooperation to Tour Operator, including by providing requisite documents for TT's implementation.
6. The Tour Operator does not guarantee receipt of visa, but only undertakes to provide requisite forms and file documents required of Tourist with the competent authorities and services, including notification provision regarding requisite interview conduction. The Tourist shall be liable for the currency and precise information arrangement of its passport.
7. The Tourist has the right and undertakes to familiarize himself/herself with the currency-customs regime and departure/entry conditions from/into Republic of Bulgaria. Tourists under 18 years of age, traveling accompanied by one of their parents, or unaccompanied by parent, must obligatorily possess and present before the border authorities a power of attorney certifying consent of parents /other parent for travel abroad.
8. The Tourist undertakes to pay separately additional services, not included of the price of relevant tours.
9. The Tour Operator shall execute boarding/seating formalities in the relevant vehicle/transport in line with the subscription order. Exceptions are possible in case of handicapped persons, pregnant women, age and health related issues of the Tourist, etc.
10. The Tour Operator shall set prices and all other conditions of sold TT and shall duly adopt requisite measures for notification of relevant changes. The Tour Operator has the right to modify the final price of the contract, when after contract's conclusion changes set in of no less than 3% of components, participating in formation of relevant trip's price amount (transport, hotel, restaurant, currency exchange rates, etc.).
11. In the event of untimely payment, the Tour Operator shall have the right to modify TT's conditions or to invalidate the executed reservation with relevant consequences.
12. The Tour Operator shall execute medical insurance of Tourist, leaving the territory of Republic of Bulgaria, included in the price of the TT and valid during the time of stay abroad, for the period specified in the contract. Based upon Tourist's desire, against additional payment, a higher level of insurance shall be provided and/or insurance with Assistance. The Tourist has the right and undertakes to familiarize himself/herself in detail with the provided insurance policy.
13. The tourist has the right within one month's term, prior to commencement of TT to transfer his/her rights and obligations under the contract to a third person, notifying in writing, within three-day's term, the Tour Operator, and shall remain jointly liable for all arising liabilities. In these cases, along with other possible costs, Tour Operator must an administrative charge for the transfer, to the amount of actual costs, but no less than BGN 30 per person.
14. The person signing the OTTC shall represent the interests of all Tourists entered into the contract, and shall be liable for their personal data, and also for execution of all contracted obligations, and shall assist 3rd persons in assistance provision for TT's execution.
15. When the contract is concluded via a Travel Agent, then for the purposes of information, contacts, as well as in case of eventual arising problems and/or claims, the Tourists shall first turn to the Travel Agent and only in case of impossibility to resolve problems shall turn to the Tour Operator. All notices, notifications, and correspondence between the parties shall be executed to the Tour Operator's offices, where the contract was concluded, respectively – specified on part of Tourist address, tel., and e-mail.

III. TOURIST TOURS MODIFICATION AND CANCELLATION CONDITIONS

16. During the peak of the tourist season, the Tour Operator may execute change of hotel, with a hotel of the same or higher category, along the same destination, excluding change of total price of the TT.
17. In case a minimum number of tourists is lacking (only if specified in respective offer) the Tourist shall be offered to execute additional payment for individual travel, reorientation to another group or route, and within 14-days term, prior to relevant commencement, the Tour Operator, after notifying user, shall have the right to cancel the travel, restoring the entire sum, excluding liability of mutual defaults and/or compensation.

IV. DEFAULTS AND PROPERTY LIABILITY OF PARTIES

18. In the event Tourist rejects TT for reasons outside breach on part of Tour Operator of its obligations, then the deposited sum is restore din full, within a term of seven business days, and its shall be subject to withholding/may be subject to claim of following defaults, as a percent of TT's amount: up to 3 months – 0%; up to 30 days prior to departure's date – 25%; from 29 to 16 days – 50%; from 15 to 8 days – 80%; less than 7 days till TT's commencement – 100%, of TT's full amount; Failure to execute full payment within specified term of selected TT shall be deemed rejection on part of Tourist subject to consequences envisioned in this item.
19. The Tour Operator shall not be liable for change of departure airport, time of flight, aircraft type replacement, executed on part of the airline. Analogous application shall be executed of specified provision also upon use of other transport type.
20. In the event of breach of legislation, in any country of the program, on part of Tourist and/or disrespectful attitude towards social order, customs, traditions, religious beliefs, disregard of personal safety rules, then liability shall be borne entirely by and to account of respective person – breaching specified regulations. When due to analogous reasons, by decision of the authorities or responsible persons, the Tourist is denied the right of leaving or entering a country specified in the program, and also the possibility for transportation or stay at a reserved hotel, due to which fact the TT was executed in whole or in part excluding the respective tourist, the Tour Operator shall not be held liable. The Tour Operator shall not be held liable, when due to the circumstances specified herein above a delay is at hand, in excess of 30 (thirty) minutes, of traveling group, due to which fact the TT was executed in whole or in part excluding the respective tourist. The Tour Operator shall not be held liable for setting in of complications during measure's conduction (e.g.: unconfirmed flight and hotel reservations) in case of change based upon Tourist's desire of initial conditions of travel (route, duration, flight times, travel dates, etc.) within the limit of 30 days prior to departure date. In the event of Force Majeure, due to which TT cannot be realized/continued, setting in after full or partial payment of TT on part of Tour Operator of its contracting parties, the Tour Operator undertakes to pay the Tourist a sum, equaling the sum restore on part of the partnering contracting party (tour operator, hotel keeper, carrier, etc.) within 10-days term of relevant receipt thereof. The tour operator shall not be liable for Tourist's luggage (disappearance, loss, damage, etc.), or its contents, and shall not compensate the value of services which the Tourist could have used but has not used. The sum upon part of Tour Operator as indemnity for damages could not exceed the TT's amount. In the presence of international contracts, in force for republic of Bulgaria, the liability for damages shall be limited to the amount envisioned therein, pursuant to the provision of Art. 40, Para. 2 of the TA, but not more than the TT's amount.

V. CLAIMS

21. In case of imprecise execution of the contract, established during travel or stay, the Tourist undertakes immediately to notify and familiarize the Tour Operator with the arising problem. All claims must be stated on location, where the accident has occurred, drawing an Ascertainment Protocol, signed by persons, competent or authorized to certify relevant facts and circumstances.
22. Tourist's claims as regards to provided quality and execution of TT, must be executed in writing, within 7-days term as of TT's time of completion. The Tour Operator must review received claim within one-month's term.
23. Claim execution represents to seeking liability pursuant to the order provided by the courts of law.

Organized Tourist Travel Contract

Today, _____.201_, in the City of Sofia/....., this Contract was made and executed by and between:

1. **"Balkan Tourbox" OOD**, registered seat and management address - Sofia, 33 Layosh Koshut Street, Certificate of Registration PKK – 01 - 5979/16.11.2007, Bulstat: 175327091, called **"Tour Operator"**, via **Travel Agent** Company File №...../....., at, registered seat and management address: Certificate of Registration №/..... of the one part, and;
2., Personal ID №....., holder of ID Card №....., date of issue, issuing authority Ministry of Interior -, holder of Passport №...../....., residing at Home/Office Tel.:...../....., Mobile Tel.:....., e-mail Place of work:....., called **"User"**, in person, and also in favor of-
....., Personal ID No, Passport,
....., Personal ID No, Passport,
....., Personal ID No, Passport

I. SUBJECT MATTER OF THE CONTRACT

1. By this organized travel contract, Tour Operator undertakes to provide Tourist Travel (TT) with total price for User (Tourist) against payment of specific price and pursuant to the Tourism Act (TA) and contract's applicable legislation. Company, seat, management address, license number of carrier (additionally determined by Tour Operator)

Departure	Return	Means of transport	Route	Arrival

Stay	Lodging accommodations	Hotel	Room type	Pension

Type and category of dining and entertainment establishments -

Number and type of meals, included in the tourist travel -

Visits, excursions, transfers, etc. services, included in the total price -

.....

Specific travel requirements:

.....

Medical insurance pursuant to Art. 30, Para. 5 of TA -

"Balkan Tourbox" OOD has concluded Insurance Contract № 341310321000015 pursuant to Art. 42 of the TA with IC "Bulgarski imoti" AD, Sofia, 18 "Balsha Street, covered risks pursuant to CMD №247/01.11.2002 and insurance limit – BGN 15 000;

When Tour Operator executes a material change to some of the particular contract clauses, the Tourist has all rights, provided for in the TA, including to accept or reject the contract, without owing default or compensation.

Due sum:..... Visas..... №.....

Advance payment:..... (....by date:) №.....

Additional payment: (....by date) №.....

The Tourist owes advance payment of 50% upon contract's signing, unless otherwise specified. Complete payment must be executed within a term of up to 15 business days prior to TT's commencement at the Tour Operator's offices, Travel Agent's offices, respectively, by mail order or bank remittance – Bank requisites: Bulbank AD, BIC code – UNCRBGSF, BGN account – BG16UNCR70001500410235, USD – BG48UNCR70001500410241, EURO – BG05UNCR70001500410239, BIC code – UNCRBGSF;

The Tourist hereby declares that prior to this contract's signing he/she was provided information pursuant to Articles 28, 29 of the TA.

This Contract was executed in two identical counterparts – one for each party.

The General Conditions of "Balkan Tourbox" OOD for organized tourist travel represent an integral part of this Contract and the Tourist hereby declares he/she is familiar, accepts, and has received specified conditions prior to Contract's signing.

Tour Operator:.....

Tourist:.....