

**(!The traveller undertakes to have the passport valid for at least 6 months after the end of the trip (Turkey, Egypt and other non-EU states) (passport valid for a period of 12 months can also be required in certain countries). Contact our consultants for exact information. Tour operator shall not be liable for the decisions taken by border and migration services in respect of the traveller.**

## 1. CONTRACTUAL OBLIGATIONS

1.1. Tour operator shall undertake:

1.1.1. To organise a tourist trip for the traveller(-s) according to the program specified in a catalogue or other tour describing material, or, if the tour program specified in a catalogue or other tour describing material has been amended before the signature of this contract, according to modified program. Catalogue or other tour describing material or modified program is an integral part of this contract. An organized tour by the airplane can be performed on a charter or regular flight. Air carrier Small Planet Airlines can operate the charter flight. The following air carriers can operate charter flight: Getjet Airlines, Freebird Airlines, Anadolujet, and regular flight - Ryanair, Wizz Air, Turkish Airlines, Lufthanza, Air Baltic, Ukraine International Airlines, Finnair, etc.

1.1.2. In case of a shortage of the minimum number of tourists, inform the Tourist about termination of the Contract on a durable information carrier before the start of the tour, no later than:

1.1.2.1. 20 days before departure, if the duration of the tour is not more than 6 days;

1.1.2.2. 7 days before departure, if the duration of the tour is not less than 2 days and not more than 6 days;

1.1.2.3. 48 hours before departure, if the duration of the tour is less than 2 days.

The minimum number of travellers for a tour by charter flight is equal to 80 percent of passenger places on appropriate airplane and 25 tourists on a bus trip. The minimum number of tourists who have acquired a sightseeing tour by air is 15 persons. If the other minimum number of travellers, indicated in the annexes to the chartered trip description, is specified, the latter shall be valid.

1.1.3. To provide the Traveller in writing with accurate and non-misleading information about the trip route (departure, return places, dates and times, places to visit and countries, with dates of arrival and departure) and the changes, travel services, provided in the catalogue or in another material specifying the trip, or in the modified program, the means of transport, the type of accommodation, the location of the object, category or level of comfort, the main features and the class (in accordance with the relevant rules of the host country), catering, border procedures and visa procedures for the countries where the Traveller arrives, the requirements for the quantity of goods imported, their number and the prohibitions, the procedure and conditions for the completion of the Contract before the trip.

1.1.4. To provide information on the health, life, missed travel risks and other insurances before signing the Contract.

1.1.5. To provide the Traveller the following information in writing before the trip: information about the intermediate stations and stopping time, location and information about the passenger's place in the vehicle (except the airplane), the name of the travel agent's representative, address, telephone number and e-mail address of local agencies or agents where the Traveller could seek help. If there are no such agencies or agents, to provide the Traveller a phone number that he/she could call in an emergency or information that would help him/her contact the tour operator, information about the epidemiological state of the countries where he/she is travelling, immunoprophylaxis requirements to be met when travelling, information on exchange rate conditions and procedures. If minors go on a trip, to provide parents or carers with information that will allow them to contact the child or the responsible person directly at the child's location.

1.1.6. To use personal data provided by the Traveller(s) only for clearing travel documents and proper performance of the Contract. The tour operator shall be entitled to transfer this data to travel sales agents and/or contractual partners for the proper execution of Contract. The tour operator shall be entitled to obtain the personal data provided by the Traveller(s) from travel sales agents (contractual representatives) and/or contractual partners. Upon signing the present Contract, the Traveller gives the tour operator an irrevocable consent concerning the processing of personal data and their transfer to third parties to implement the obligations set forth in this clause. In other cases, the personal data of the Traveller(s) may be transferred to third parties under the procedure of applicable legislation only. If the Traveller(s) has (have) given his/her (their) consent, personal data may also be collected and used for the purpose of the NOVATURAS loyalty program and sending information about NOVATURAS trips.

1.1.7. To provide the Tourist, who has difficulties, with the necessary assistance during the tour or under *force majeure* circumstances, without unreasonable delay:

1.1.7.1. to provide relevant information about health surveillance services, local government institutions and consular assistance;

1.1.7.2. to help the Tourist to use the means of remote communication;

1.1.7.3. to help find alternative tour services.

1.2 In this Contract, a Traveller is a natural person (contracting party) who has concluded a Contract with the tour operator or any natural person(s) on whose behalf the contracting party buys an organized tourist trip and assumes all rights and obligations under the Contract (other beneficiaries) or any natural person to whom the contracting party or any beneficiary transfers his right to travel.

1.3. The Traveller(s) shall undertake:

1.3.1. When concluding a Contract for air travel, if more than 4 weeks remain before the beginning of trip, to pay an advance payment of 20% for an airplane trip and pay the balance no later than within 4 weeks before departure. When concluding a Contract, if more than 4 weeks remain before the beginning of trip, to pay the full price for the trip by air immediately. When concluding a Contract, if more than 4 weeks remain before the skiing trip by airplane, to pay an advance payment of 20% for a skiing trip by airplane and pay the balance no later than within 4 weeks before departure. When concluding a Contract, if it is less than 4 weeks before the beginning of travel, to pay the full price for a skiing trip by airplane immediately. When concluding a Contract for exotic sightseeing tours (Thailand, Vietnam, Cuba, Bali, Seychelles, Mexico) by airplane, if more than 6 weeks remain before the trip, to pay an advance payment of 20% for an airplane trip and the balance to be paid no later than 6 weeks before departure. When concluding a Contract for exotic sightseeing tours by airplane, if less than 6 weeks remain before the trip, pay the full price for the trip immediately. When concluding a Contract, if more than 4 weeks remain before the beginning of sightseeing tour by bus, to pay administrative fee of EUR 30 per person for the creation and servicing of a travel order that is included into the total price, and pay the balance no later than within 4 weeks before departure. When concluding a Contract, if less than 4 weeks remain before the beginning of sightseeing tour by bus, to pay the full price for the trip by air immediately. When concluding a Contract for exotic sightseeing tours (India, Sri Lanka, Vietnam) by airplane, if more than 6 weeks remain before the trip, to pay administrative fee of EUR 60 for exotic trip by airplane per person for the creation and servicing of a travel order, that is included into the total price, and pay the balance no later than within 6 weeks before departure. When concluding a Contract for exotic sightseeing tours by airplane, if less than 6 weeks remain before the trip, pay the full price for the trip immediately. When concluding a Contract for sightseeing tours by airplane, if more than 4 weeks remain before the trip, to pay administrative fee of EUR 60 for exotic trip by airplane per person for the creation and servicing of a travel order, that is included into the total price, and pay the

balance no later than within 4 weeks before departure. When concluding a Contract for sightseeing tours by airplane, if less than 4 weeks remain before the trip, pay the full price for the trip immediately. If a Traveller refuses to travel, the administrative fee paid by him/her is considered as remuneration to the tour operator for the creation and servicing of the travel order and is not refunded to the Traveller in the cases specified in clauses 2.2 and 2.5 of this Contract. During the campaigns announced by the tour operator, another procedure for payment may be set for services and the Traveller must comply with it. After signing a Tourism Service Provision Contract, the Traveller can pay for the trip directly to the tour operator. A Traveller must transfer the money to the account of the tour operator, specifying the travel order number, surname, travel direction and date of travel. When purchasing a trip by instalments, the Traveller must comply with the relevant payment procedure provided for in the Contract. If the Traveller travels on a regular flight, the flight ticket payment procedure established by the particular carrier shall be applied. It may be required to pay the flight ticket price immediately after booking.

1.3.2. To provide all information and documents required by the tour operator to complete this Contract; to arrive on time on the specified primary and departure places indicated by the travel guide (if the travel guide's service is provided for in the Contract), including intermediate ones; to follow the operator's instructions regarding the execution of the trip or its separate parts; to follow public order, rules for international carriage of passengers, the procedure for the carriage of luggage and the quantity, number and prohibition of imported goods. To follow the instructions of the border and customs services. When travelling with minor children, the Traveller must follow the procedure of the child's temporary departure to foreign countries not belonging to the Schengen area approved by the Government of the Republic of Lithuania.

1.3.3. To be liable for any damage caused during the trip (damage to hotel inventory, vehicles, etc.). If a minor causes the damage, the responsible person must cover all damages. If the Traveller admits the fault and agrees to compensate the damage, it must be compensated straight away. If the Traveller does not admit the fault, the tour operator has the right to recover damages in accordance with the procedure established by legal acts of the Republic of Lithuania. A Traveller is not required to compensate the damage caused by force majeure.

1.4. The Traveller, the main party of this Contract, must inform other travellers - the beneficiaries that the tourist trip is organized only under the conditions specified in this Contract and all travellers must comply with all terms and conditions of the Contract.

## 2. RIGHT TO WITHDRAW FROM THE CONTRACT

2.1. Traveller has the right to withdraw from the Contract before the start of the tour.

2.2. If the Tourist terminates the Contract, the Tour organizer may require the Tourist to pay a reasonable tax on the termination of the Contract, as provided for by the Contract. The parties agree that the amount of the loss due to the Contract cancellation by Traveller, depending on the time of the cancellation, is the following:

For leisure travel by air:

Time of termination of the Contract	Amount as percentage of travel cost
more than 28 days before departure	20%
28-11 days before departure	50%
6-10 days before departure	80%
less than 5 days before departure	100%

For skiing travel by air:

Time of termination of the Contract	Amount as percentage of travel cost
more than 28 days before departure	20%
15-30 days before departure	50%
6-14 days before departure	80%
less than 5 days before departure	100%

For exotic leisure tours by air:

Time of termination of the Contract	Amount as percentage of travel cost
more than 42 days before departure	20%
30-42 days before departure	50%
15-29 days before departure	80%
less than 14 days before departure	100%

For sightseeing tours by bus:

Time of termination of the Contract	Amount as percentage of travel cost
more than 28 days before departure	The administrative fee is not refundable for Traveller (EUR 30 per person) for the creation and servicing of a travel order
27-21 days before departure	50%
20-10 days before departure	80%
9 and less than 9 days before departure	100%

For sightseeing tours by air:

Time of termination of the Contract	Amount as percentage of travel cost
more than 28 days before departure	The administrative fee is not refundable for Traveller (EUR 60 per person) for the creation and servicing of a travel order
21-27 days before departure	50%
10-20 days before departure	80%
less than 9 days before departure	100%

For exotic sightseeing tours by air:

Time of termination of the Contract	Amount as percentage of travel cost
more than 42 days before departure	The administrative fee is not refundable for Traveller (EUR 60 per person) for the creation and servicing of a travel order
30-42 days before departure	50%

15-29 days before departure	80%
less than 14 days before departure	100%

If the Traveller refuses to travel by regular flights, the flight fares are not refunded.

2.3. The Tourist has the right to terminate the Contract and not to pay the tax of termination of the Contract in the following cases:

2.3.1. if the Tour organizer changes the terms of the Contract prior to the trip, and the Tourist does not agree to change the terms of the Contract proposed by the Tour organizer within a reasonable time specified by the Tour organizer when:

- a) the Tour organizer has to substantially change any of the basic conditions and (or) features of the tour prior to the trip;
- b) the Tour organizer cannot fulfill the special requirements of the Tourist specified in the Contract;
- c) the Tour organizer offers to increase the tour price by more than 8% in accordance with Article 6.7521 of the Civil Code of the Republic of Lithuania (hereinafter referred to as the Civil Code).

2.3.2. if due to deficiencies indicated by the Tourist, the Contract cannot be further executed, and the Tour organizer does not eliminate the deficiencies within a reasonable period specified by the Tourist. In cases provided for in Part 3 of article 6.7521, a Tourist may request a reduction in the price of a tour or compensation for material and non-material damage;

2.3.3. if at the destination of the tour or very close to it there are circumstances of *force majeure*, in connection with which the implementation of the trip or the departure of tourists to the destination of the trip may become impossible. In such a case, the Tourist has the right to demand that the money paid for the trip should be returned to him (her), however, he (she) is not entitled to additional compensation for damage.

2.4. The Tour organizer has the right to terminate the Contract prior to the start of the trip, return to the Tourist all amounts paid by him (her) for the trip and compensate for the damage incurred by the Tourist, except for the cases provided for in Paragraph 2.5.

2.5. In the event of termination of the Contract by the Tour organizer, a damage incurred by the Tourist is not reimbursed in the following cases:

2.5.1. if the number of persons who purchased the tour is less than the number of tourists specified in clause 1.1.2 of this Contract, and the Tourist should be informed about this in the manner prescribed by clause 1.1.2 of the Contract;

2.5.2. if the Tour organizer cannot fulfill the Contract due to the *force majeure* circumstances and informs the Tourist immediately about the termination of the Contract before the start of the tour.

2.6. Upon termination of the Contract, the Tour organizer, travel agency or tour agent is obliged to return to the Tourist all money or part of the money paid by Tourist for the trip. Money must be returned to the account specified by the Tourist within 14 days from the date of termination of the Contract.

### 3. AMENDMENT OF CONTRACT TERMS AND CONDITIONS

3.1. The tour operator has the right to amend the relevant clause of the Contract for important reasons about which it shall inform the Traveller immediately. In such case, the Traveller may refuse to amend the Contract only when such amendment would cause the Traveller an essential damage (Part 2 Article 6.752 of the Civil Code).

3.2. The tour operator is entitled to increase the price of travel at least 20 days before the travel due to changes in transportation costs, including fuel costs, compulsory taxes or exchange of currencies, as well as changes in the exchange rates applicable to travel. The tour operator indicates why the price has increased and how the price increase was calculated. The Traveller has the right to refuse to increase the price. If within less than 20 days before departure it occurs that the tour operator has to increase the price of the trip, he informs the Traveller about it immediately indicating the reason for the increase in the price and the procedure for calculating the new price. A Traveller has the right to refuse to increase this price or to make an appropriate amendment to the Contract. The Traveller must inform the tour operator about his/her decision as soon as possible.

3.3. If the Traveller refuses to change the terms of the Contract in the cases provided for in clauses 3.1-3.2, the tour operator acquires the right to withdraw from the Contract. In such case, the Traveller has the right to demand the refund of the money paid for the trip or, if the tour price decreases or its quality deteriorates, to demand the return of the difference of the reduced price.

If the tour operator withdraws from the Contract after the Traveller refuses to change the terms of the Contract in the cases provided for in clause 3.1, the clause 2.7 of the Contract shall be applicable accordingly.

3.4. Any condition of the Contract may change after the conclusion of the Contract by any written agreement of both parties.

3.5. A Tourist is entitled to replace a tour sales agent, who is the representative of the Tour organizer, only because of a substantial violation of this Contract by the tour sales agent, about which the Tourist immediately informs the Tour organizer in writing.

### 4. CHANGE OF THE CONTRACTING PARTIES

4.1. Any Traveller of this Contract is entitled to transfer his/her right to travel to a third party (taking the trip) who will fulfil all contractual terms at least 7 days before the beginning of the travel.

4.2. In cases where such transfer is contrary to the rules of the person assisting the tour operator (i.e., if during the time remaining before the beginning of the trip it is not allowed to book a seat in a vehicle, hotel and (or) obtain a visa on behalf of a new person), the following rules must be submitted to the Traveller.

4.3. Such transfer must be executed under the Contract that complies with the requirements of the Civil Code with the third person, taking the trip. The person taking the trip, having concluded the Contract, or the Traveller, who has transferred the trip, must notify the tour operator in writing thereof and transfer the information and documents necessary for the proper execution of this Contract with regard to the person taking the trip. The Traveller transferring the trip and the third party (taking the trip) are solely liable to the tour operator for paying the travel costs and expenses associated with the transfer of the right to travel. The Parties agree that the cost of travel transfer is at least EUR 50 per person, if this transfer is possible. On Traveller's request, the tour operator must provide an estimate of extra costs for the change of contract parties. If the transfer is not possible due to the reasons mentioned in clause 4.2 above or for other reasons, the Traveller has the right to terminate the Contract by paying the cancellation fee provided for in clause 2.2.

4.4. The terms and expenses for the transfer of travel indicated in clauses 4.1-4.3 of the Contract are not available for sightseeing trips by airplane and exotic sightseeing tours. A Traveller who has acquired a sightseeing trip by airplane has the right to transfer his right to

travel to a third person who fulfils all conditions of the Contract, at least 28 days before the beginning of the travel, and at least 42 days before the beginning of the travel upon purchase of an exotic sightseeing travel. The Parties agree that the cost of sightseeing travel by airplane and of exotic sightseeing travel transfer shall be at least EUR 60 per person if this transfer is possible. If less days remain before the beginning of the sightseeing travel by air or exotic sightseeing trip than the deadline specified in this clause, the change of contractual parties is available only when it is possible under the rules of the air carrier. In such case, the Traveller must pay the air carrier's fixed fee for the change of passenger data (name, surname, etc.).

4.5. If a Traveller travels on a regular flight and wishes to transfer a trip to a third party, the Traveller must pay the carrier's fixed fee for the change of passenger data (name, surname, etc.) (where it is possible to transfer flight tickets to a third party under the air carrier's rules).

### 5. TRAVEL AMENDMENT

5.1. A Traveller who has acquired a leisure travel by air has the opportunity to amend the travel date, duration, hotel and / or type of the room at least 14 days before beginning of travel. In this case, the following rates are applied:

Time of travel amendment	Travel amendment fee (per person)
at least 21 days before departure	40 Eur
at least 14 days before departure	60 Eur

Travel direction cannot be changed. Travel season cannot be changed.

5.2. When booking a leisure trip by airplane and an additional service "Golden Opportunity to Change a Trip", the Traveller has an opportunity to amend the travel date, duration, hotel, room type and / or direction of travel once at least 21 days before departure. When booking an exotic leisure trip by airplane and ordering an additional service "Golden Opportunity to Change a Trip", the Traveller has an opportunity to amend the travel date, duration, hotel, room type and / or direction of travel once and free of charge at least 30 days before departure. In this case, a trip amendment fee of EUR 15 per person is applicable.

5.3. If travel date, duration, hotel, room type and / or direction is amended according to clauses 5.1-5.2, the travel price is recalculated to the prices and conditions valid on the day of change.

5.4. The conditions for travel amendment referred to in clause 5.1 are not applicable to exotic leisure trips by airplane; conditions for travel amendment referred to in clauses 5.1-5.2 are not applicable to skiing trips by airplane, sightseeing tours by bus and plane, weekend trips and sightseeing exotic trips.

5.5. Amendment of the travel according to clauses 5.1-5.2 is possible only if other dates / durations / hotels are possible and seats on flights are available, etc. The number of people travelling and persons travelling (their names and surnames) cannot be changed.

5.6. When purchasing the service specified in clause 5.2 without taking advantage of it, the price of the service is not refundable. For exact information about the services, please contact our consultants or search at [www.novaturas.lt](http://www.novaturas.lt).

### 6. LIABILITY FOR IMPROPER EXECUTION OF THE CONTRACT

6.1. The Tour organizer is responsible for any technical problems of the order system that arose due to his (her) fault at the conclusion of the Contract and for any errors made during the order process. He (she) is not responsible when order errors occurred due to the fault of the Tourist or errors were caused by *force majeure* circumstances.

6.2. The Tour organizer is obliged, without undue delay, to provide the necessary assistance to the Tourist, who has difficulties, as indicated in paragraph 1.1.7 of the Contract.

6.3. If assistance to the Tourist is necessary due to reasons arising from the deliberate actions or negligence of the Tourist, the Tour organizer has the right to collect tax for the provision of such assistance, the amount of which may not exceed the actual expenses incurred by the Tour organizer.

6.4. The Tourist should, without unreasonable delay, inform the Tour organizer by the contact details specified in the Contract about any case of improper fulfillment or non-fulfillment of the Contract found during the tour, and indicate a reasonable time to correct the deficiencies. If the deficiency needs to be corrected immediately, the Tourist is not obliged to indicate the time limit.

6.5. If the services specified in the Contract are not provided under the terms of the Contract, the Tour organizer must, within a reasonable time set by the Tourist, correct the deficiencies indicated by the Tourist, except when it is impossible to do this or if it causes disproportionate costs, taking into account the volume and cost of the improper services provided for in the Contract.

6.6. If the Tour organizer does not correct the deficiencies for the reasons specified in clause 6.5 of the Contract, the Tourist shall have the right to demand that he or she will be compensated for material and non-material damage without unreasonable delay.

6.7. If the Tour organizer does not correct the deficiencies within the reasonable time specified by the Tourist for reasons stated in clause 6.5 of the Contract, the Tourist may do it himself and request for coverage of required expenses.

6.8. If the Tour organizer cannot provide most of the services under the Contract or service for Tourist's return to the place of departure is not provided as agreed, the Tour organizer is obliged to offer the Tourist without additional costs appropriate alternative services, the quality of which, if possible, would be equivalent to the quality specified in the Contract, or would be of better quality, so that the Tourist could continue the trip. If, in connection with the proposed alternatives, the trip becomes of lower quality than specified in the Contract, the Tour organizer accordingly reduces the tour price.

6.9. If the proposed alternatives are not similar to those services that were stipulated in the Contract, or if the price reduction provided is inadequate, the Tourist may refuse them.

6.10. If lack of conformity significantly affects the implementation of the trip, and the Tour organizer does not correct the situation for a reasonable period specified by the Tourist, the Tourist may terminate the Contract without paying a tax on the termination of the Contract and ask for price reductions and (or) compensation for material and non-material damage.

6.11. If it is not possible to offer alternatives or the Tourist refuses the offered alternatives in accordance with clause 6.9 of the Contract, the Tourist has the right to price reduction and (or) compensation for material and non-material damage without terminating the Contract.

6.12. If the trip includes a passenger transportation service, in the cases specified in clauses 6.9-6.11 of this Contract, the Tour organizer must ensure without additional tax that the Tourist would be back to the primary place of departure on an equivalent type of transport or transported to another place, with the consent of the Tourist, and return to the Tourist money for services not provided.

6.13. If, due to *force majeure* circumstances, the Tour organizer cannot ensure the return of the Tourist as provided for in the Contract, the Tour organizer is obliged to pay accommodation expenses, the category of which is equivalent to that specified in the Contract, for the duration of the *force majeure* circumstances, but not more than for three

nights for each Tourist, except when other laws or legal acts of the European Union provide for longer periods (for example, for persons with reduced mobility and for persons accompanying them, for pregnant women and unaccompanied minors, also for persons needing special medical care, if a Tourist informs the Tour organizer about these special needs no later than 48 hours before the start of the tour).

6.14. The Tourist has the right to demand that he (she) without unreasonable delay be compensated for material and non-material damage in the following cases:

6.14.1. if due to deficiencies indicated by the Tourist, the Contract cannot be carried out further, and the Tour organizer does not eliminate the deficiencies within a reasonable period specified by the Tourist;

6.14.2. if the Tour organizer cannot offer alternative services due to justified reasons or the Tourist refuses them in accordance with clause 6.9 of the Contract;

6.14.3. in other cases stipulated by the Civil Code.

6.15. The Tour organizer is not responsible for the improper performance of the Contract if the Tour organizer proves that the Contract was improperly executed for the reason of:

6.15.1. Tourist's guilt;

6.15.2. guilt of a third party not related to the provision of services under the Contract, and therefore it was impossible to foresee damage or avoid it;

6.15.3. *force majeure* circumstances.

6.16. If the damage, other than that caused due to death, the infringement of the health of the Tourist, also deliberate damage or damage caused by gross negligence, caused to the Tourist while providing the service stipulated by the Contract, however, when the Tour organizer does not provide this service himself, damage may be limited to the triple price of the trip.

6.17. The right of the Tourist to receive a refund or the right to reduce the price does not affect the rights of passengers according to the Regulation (EU) of the European Parliament and Council No. 261/2004 of February 11, 2004, determining the general rules of compensation and assistance to passengers in case of refusal to carry and cancel a flight or delay for a long time, abolishing Regulation (EEC) No. 295/91 (OL 2004 L 046, paragraph 1), Regulation (EC) of the European Parliament and of the Council No. 1371/2007 of October 23, 2007 concerning the rights and obligations of railway passengers (OL 2007 L 315, paragraph 14), Regulation (EC) of the European Parliament and of the Council No. 392/2009 of April 23, 2009 regarding the liability of carriers of passengers by sea in case of accidents (OL 2009 L 131, paragraph 24), Regulation (EC) of the European Parliament and of the Council No. 1177/2010 of November 24, 2010 on the rights of passengers transported by sea and inland waterways, which partially replaces Regulation (EC) No. 2006/2004 (OL 2010 L 334, paragraph 1), Regulation (EC) of the European Parliament and of the Council No. 181/2011 of February 16, 2011 concerning the rights of passengers of urban and long-distance transport, which partially replaces Regulation (EC) No. 2006/2004 (OL 2011 L 55, paragraph 1), and according to international conventions.

6.18. According to clause 6.14 of the Contract compensation for damage paid by the Tour organizer or price reduction provided to the Tourist by the Tour organizer and compensation paid in accordance with European Union legislation and international conventions specified in clause 6.17 of the Agreement, or the price reduction provided to the Tourist are calculated one of the other to avoid double compensation of damages.

6.19. The material and non-material damage caused to the Tourist is compensated in the manner established by the Civil Code.

## 7. GENERAL TERMS AND CONDITIONS

7.1. The Traveller's rights are protected by the Civil Code, the Law on the Protection of Consumer Rights, the Law on Advertising, the Law on Tourism and other laws and statutory legal acts, as well as the present Contract.

7.2. In the event of a conflict or dissatisfaction during the travel due to improper execution or non-execution of the present Contract, the claims must be promptly submitted to the tour operator's representative or the travel manager or, if they are absent, to the tour operator. The claims to be unsettled or improperly settled issues must be submitted in writing. In case of failure to resolve the dispute, claims can be submitted to the tour operator in writing within

The signing of the Contract does not guarantee that the reservation will be confirmed to the hotel selected by the Traveller. If the reservation is not confirmed, a separate notice will inform the Traveller. If the reservation is not confirmed, the signed contract for accommodation in a particular hotel is no longer valid. A Traveller has the right to choose an alternative travel option by concluding a new Contract with the tour operator. If the Traveller refuses to conclude a new Contract, the tour operator must return the money paid by the Traveller for the Contract that has been cancelled.

The citizens of foreign countries without visa-free travel agreement with the Republic of Lithuania who purchased a travel when the departure / return is from / to Lithuania require multiple (Schengen or national) visa valid for the period of travel (more information is provided at the website [www.migracija.lt](http://www.migracija.lt)).

*The present provisions of the Tourism Service Contract are binding the tour operator and all travellers. The Traveller confirms that he/she has fully understood the Contract submitted and understood all its provisions, as well as informed other travellers - beneficiaries that the tourist trip is organised only under the conditions specified in this Contract and all travellers must comply with all terms of the Contract.*

**Attachments to the Contract:** Information and recommendations for tourists; tour description, program or other material describing the tour / link to an electronic document; information on the basic terms for the transport of passengers and baggage carried out by the air carrier (when purchasing a tour by airplane); general terms of transportation of passengers. Tourist is informed about the website of the Tour organizer [www.novaturas.lt](http://www.novaturas.lt), where is all the information relating to the trip, as well as the listed attachments to the Contract. The Tourist confirms that such provision of information is considered appropriate and acceptable. The attachments to the Contract provide all the information relating to the trip: information on accommodation and means of transport, travel services, travel route, place of departure and arrival, time, places to visit, their epidemiological status, immunophylaxis requirements, currency exchange, procedure of the state border crossing and visa obtaining, restrictions on the entry of goods, or links to institutions that provide such information, information allowing direct contact with the child or the responsible person at the child's place (in the case of minors travelling alone), tour operator or travel agency, his/her telephone number and other contact details; received written information on the basic conditions for the carriage of passengers and baggage by the operating air carrier (in case of trip by air); was informed about the possibility of concluding insurance contracts (medical expenses, missed travel risks, accidents and/or others) and became familiar with the rules of insurance. He/she is also informed about the tour operator's website [www.novaturas.lt](http://www.novaturas.lt), which contains travel information. The Traveller confirms that he/she considers such information to be appropriate and acceptable.

I agree with the use of my personal data for "NOVATURAS" marketing purposes \_\_\_\_\_

(first name, surname and signature of the Traveller)

### DETAILS OF THE PARTIES:

**Travel agency / agent representing tour operator**

First name, surname \_\_\_\_\_

Signature \_\_\_\_\_

Place of Seal

15 working days after the end of travel; the tour operator must respond in writing to the claims within 15 working days after the day of claim receipt. Disputes are resolved by negotiation and if the parties fail to agree, they must be settled under the procedure prescribed by the laws of the Republic of Lithuania.

7.3. The disputes concerning improper execution or non-execution of a Contract must be settled by the State Consumer Rights Protection Service by the address Vilniaus str. 25, 01402 Vilnius, e-mail: [tarnyba@vvttat.lt](mailto:tarnyba@vvttat.lt), fax (8 5) 279 1466, website [www.vvttat.lt](http://www.vvttat.lt). Electronic request form can be submitted via the EGS platform at <http://ec.europa.eu/odr/> in accordance with the procedure established by the Law on Consumer Protection of the Republic of Lithuania.

7.4. Subsequent to the signature of this Contract, the substantive amendments to the Contract terms (the main part and the price of the agreed services) are possible only by written agreement of both parties.

7.5. In case of insolvency or bankruptcy of tourism service providers (tour operator, travel agency or agent), the Traveller can apply to the State Tourism Department in accordance with the rules of insurance of assurance of the fulfilment of the obligations of tourism providers approved by the Government of the Republic in respect of repayment of return costs or refund of paid money.

7.6. The Contract is made in two copies - one for the tour operator and one for Traveller(s). All copies have the same legal force.

## 8. PROTECTION OF PERSONAL DATA

8.1. Providing travel services, the Tour Operator, as a data manager, collects and processes personal data of the tourist and people travelling with him (her), provided at the time of signing the contract, as well as other data relating to the provision of travel services. These data are subject to processing on the basis of the conclusion and performance of the contract, also when fulfilling the requirements of legal acts applicable to the Tour Operator and the provision of travel services. In case of refusal to provide such data, the Tour Operator has the right to withdraw the conclusion of the contract.

8.2. The Tour Operator processes the data in the manner prescribed by legislation, or to the extent necessary to achieve the processing objectives. The data may be transferred to the group of the enterprises of Tour Operator, as well as to partners, service providers or other third parties to the extent necessary to fulfil the contract or legal obligations of the Tour Operator, including the transfer of data to third countries outside the European Economic Area, in which the lower requirements may be applied to the data. The Tour Operator makes reasonable efforts to ensure proper measures for data protection.

8.3. The tourist has the right to require that the Tour Operator allows to get acquainted with his (her) personal data being processed and, in order to correct or delete it, or restrict data processing, has the right not to agree that the data to be processed, also has the right to data portability and the right to provide appeal to the control institution.

8.4. A tourist, providing personal data of other tourists, including personal data of children and (or) data of special categories, confirms that the person or his (her) legal representative (for example, one of the parents, tutors) agrees to the provision and processing of data, also undertakes to provide them with the information specified in this contract, as well as in the Privacy Policy, officially published by the Tour Operator. Contact information of this (these) person (s):

\_\_\_\_\_. The Tour Operator has the right to contact the person by the specified phone number or email address in order to ensure that such consent was provided.

8.5. More detailed information on the processing of personal data, the rights of the data subject and the procedure for their implementation can be found in the Privacy Policy, officially published by the Tour Operator on the [www.novaturas.lt](http://www.novaturas.lt), in the "Important Information" section or You can contact the Tour Operator official by email [dpo@novaturas.lt](mailto:dpo@novaturas.lt) for protection of personal data.

## FORM OF STANDARD INFORMATION PROVISION IN CASE OF ORGANISED TOUR AGREEMENT

1. The present form is mandatory to the tour operator and (or) travel agent by providing pre-agreement standard information, if the traveller acquires organised tour.

2. The tour operator and (or) travel agent must provide the traveller with information specified in Article 6.748 (1) of the Civil Code of the Republic of Lithuania prior to signing the organised tour agreement without pre-agreement standard information specified in a form.

If the organised tour agreement is concluded by transferring the traveller data to the other provider of tourism services, the information specified in the first part of this Item must be provided as much as it is related to their provided respective organised tour services.

3. The information provided in a form meets the content of forms specified in Parts A, B, C of Annex I of the Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements, amending Regulation (EC) No 2006/2004 and Directive 2011/83/EU of the European Parliament and of the Council and repealing Council Directive 90/314/EEC.

### STANDARD INFORMATION FORM

The combination of tourism services offered to you is **organised tour** in accordance with the Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements, amending Regulation (EC) No 2006/2004 and Directive 2011/83/EU of the European Parliament and of the Council and repealing Council Directive 90/314/EEC (hereinafter – Directive (EU) 2015/2302).

Therefore, you will be able to exercise all EU rights applied for organised tours. **AB “Novaturas“ will be fully liable for proper execution of all organised tour.**

In addition, as required by law, AB “Novaturas“ has the necessary protection to return your paid money for the organised tour to you and ensure your repatriation (return to initial place of departure) if AB “Novaturas” becomes insolvent, when transport services are included in the organised tour.

More information about the essential rights according to Directive (EU) 2015/2302

#### Essential rights according to Directive (EU) 2015/2302:

- The traveller must obtain all necessary information about the organised tour prior to conclusion of organised tour agreement.
- The tour operator is liable for proper provision of all travel services included in the Agreement.
- The emergency phone number or contact centre details must be provided to the traveller he/she can use to contact the tour operator or travel agent.
- The traveller can transfer the organised tour to another person by duly notice; it may result in additional costs.
- The price of organised tour can be increased in case of the present circumstances only:
  - increase of specific costs (increased traveller transportation price due to fuel or other energy sources costs; the change of taxes or charges related to the services included in agreement and applied by third persons who are not directly involved in execution of organised tour; the change of currency exchange rate related to organised tour);
  - such possibility of specific cost increase is clearly provided in agreement;
  - the traveller is informed about it within at least 20 days before the start of organised tour.
- If the price increases more than 8 % of the total price of organised tour, the traveller can terminate the agreement. When the tour operator reserves the right to increase the price, the traveller has a right to pay lower price for organised tour, if the respective costs are lower.
- The traveller can terminate the organised tour agreement without paying the agreement termination fee and fully return all paid amounts in case of any significant change in any essential elements of the organised tour, except the price. If the tour operator responsible for organised tour cancels the organised tour prior to the start of organised tour, the traveller has a right to return the paid money and right to damage compensation in certain cases.
- In exceptional circumstances the traveller can terminate the organised tour agreement prior to the start of organised tour without paying the agreement termination fee, for instance, if there are serious security issues at the place of destination that may impact the organised tour.
- The traveller can terminate the organised tour agreement at any time prior to the start of organised tour by paying proper and reasonable agreement termination fee.
- If the essential services of the organised tour cannot be provided as agreed prior to the start of organised tour, the traveller must be offered with proper alternatives without additional costs. The traveller can terminate the organised tour agreement without paying the agreement termination fee if the services are not carried out according to agreement, it has a major impact on the performance of an organised tour and the tour operator fails to settle the issue.
- The traveller has a right to price reduction and (or) damage compensation, if the services of organised tour are not provided or provided improperly.
- The tour operator must provide assistance if the traveller faces difficulties.
- The amounts paid for the organised tour by the traveller will be returned in case of insolvency of tour operator. If the tour operator becomes insolvent after the start of organised tour that includes the transport services, the repatriation of the traveller must be guaranteed.
- AB „Novaturas“ has taken care of protection in case of insolvency by insuring at ADB „Gjensidige“ Lithuanian branch.
- The traveller may apply to competent institution – State Consumer Rights Protection Authority, Vilnius g. 25, LT-01402 Vilnius, email: tarnyba@vvtat.lt, ph. +370 5 262 6751, if it is refused to provide the services in case of AB „Novaturas“ insolvency.

The Directive (EU) 2015/2302 can be found at:

<https://eur-lex.europa.eu/legal-content/LT/TXT/?uri=CELEX%3A32015L2302>

**The signing traveller**

Traveller's signature \_\_\_\_\_

Name, surname \_\_\_\_\_

## **EARLY BOOKING CONDITIONS (ANNEX TO TOURISM SERVICE PROVISION AGREEMENT)**

**(Valid for 2019-2020 winter leisure/exotic leisure/skiing trips purchased until 30.09.2019)**

### **1. Booking trip in advance means:**

- 1.1. For trips tourist pays just 20 % from the trip price per person (child and/or adult) at once.
- 1.2. Tourists, who will purchase skiing trips during the early booking, will have possibility to order skiing equipment carrying service with 50 % discount (the price of service is 30 Eur/one way, with discount 15 Eur/one way) (number of skiing equipment units that can be carried is limited), if this service is ordered while booking the trip\*\*.
- 1.3. We will give a 50 % discount for service “golden opportunity to change the trip” for each person, who will purchase leisure trip by plane during the early booking (the price of service is 15 Eur/person, with discount 7,50 Eur/person), if this service is ordered while booking the trip\*;

### **2. Validity of early booking conditions:**

- 2.1. Discounts and conditions of early bookings are applied to winter trips purchased **until 30<sup>th</sup> of September, 2019 (inclusive)**.

### **3. Early booking conditions:**

- 3.1. Discounts are valid for a leisure/skiing/ exotic leisure trips if it is paid 20 % of trip’s price per person (child and/or adult). If the tourist refuses the trip, the withdrawal is applicable to tourism services contact 2.2. and 2.3. provisions. Full price for leisure/skiing trip must be paid 28 days before the departure / for exotic leisure – 42 days before the departure. If there are less than 28 days for leisure/skiing trips and less than 42 days for exotic leisure trips left till the commencement of the trip, total sum of the trip price must be paid at once, that is at the moment the agreement is concluded.
- 3.2. The early booking conditions are not applied in case the trip or any particular condition of the trip is changed by the client after the period of validity of early booking conditions has terminated.
- 3.3. The prices can be changed during the period of early bookings.

### **4. \*\* The conditions of skiing equipment transportation**

- 4.1. Provided the tourist purchases skiing trip from 1<sup>st</sup> of September, 2019 until 30 of September, 2019 the skiing equipment (1 unit of skis or 1 snowboard) carrying service will be offered with 50 % discount.
- 4.2. The service of skiing equipment transportation **MUST** be ordered while booking the trip.
- 4.3. The order of skiing equipment transportation service made after the booking of the trip was made, will be confirmed for full charge according to the valid prices if the restrictions established by the carrier for transportation of skiing equipment will not be exceeded.
- 4.4. Despite whether the skiing equipment is carried when service is bought with discount or when it is made with full payment, according to the rules set by the air carrier in flights to / from Bergamo (BGY, skiing in Italy), Lion (LYS, skiing in France) the quantity of skiing equipment that can be carried on the plane can be restricted. Therefore it is necessary to obtain air carrier’s prior permission for transportation of skiing equipment. Without obtaining prior permission the air carrier can refuse to carry the skiing equipment.

### **5. \*\*\*The golden possibility to change the trip**

- 5.1. Provided the tourist purchases leisure trip from 1st of September, 2019 until 30th of September 2019 the service “golden opportunity to change the trip” to Egypt, the Canary Islands, or the United Arab Emirates will be offered with 50 % discount.
- 5.2. The service “golden opportunity to change the trip” **MUST** be ordered while booking the trip.
- 5.3. Tourist who purchased the leisure trip by plane during early booking and ordered service “golden opportunity to change the trip” is entitled to change departure date, duration of the trip, hotel, room type and/or route once for free, but not later than 21 days before the departure.
- 5.4. Changing the trip its price shall be recalculated by the change date current prices and conditions.
- 5.5. The number of traveling persons and travelers names, surnames cannot be changed.
- 5.6. The trip can be changed only to another leisure, exotic leisure trip by plane described on NOVATURAS catalogues “Winter 2019 - 2020” and [www.novaturas.lt](http://www.novaturas.lt). Trip season can’t be changed.
- 5.7. Discount for the service “golden opportunity to change the trip” will not be able for tourists, who will purchase exotic leisure trip to Thailand, Vietnam, Indonesia, Seychelles, Cuba and Mexico.
- 5.8. The service “golden opportunity to change the trip” will not be provided for tourists, who will purchase the skiing trips by plane, sightseeing trips by plane and by bus, as well as weekend trips.

### **6. General conditions:**

- 6.1. The terms and conditions of early bookings are considered to be special rules to the general tourism service provision agreement conditions. General tourism service provision agreement conditions are applicable to the relations of the parties to the extent they are not regulated by these special rules.
- 6.2. The early booking conditions are applied to 2019-2020 winter leisure/exotic leisure/skiing trips by plane purchased **until 30th of September, 2019**.

*These early booking conditions are obligatory to the tour operator and tourists. The tourist confirms that he/she got acquainted thoroughly with the presented conditions and understood all its provisions, and informed other tourists – benefit receivers about these conditions.*

I have read, understood and agree with the Early Booking conditions:

\_\_\_\_\_  
(Name, surname and signature)

## **GROUP DISCOUNT CONDITIONS (ANNEX TO TOURISM SERVICE PROVISION AGREEMENT)**

(Valid for 2019-2020 winter leisure/exotic leisure/skiing trips purchased until 30.09.2019)

### **1. Booking trip for group means:**

1.1. Paying less for leisure/exotic leisure/skiing trip (for groups of 6-15 members) depending on the number of group members.

### **2. Validity of group discount conditions:**

2.1. The discounts and the conditions of group discounts are applied to 2019-2020 winter leisure/exotic leisure/skiing trips by plane, **when the trip is booked until 30.09.2019.**

### **3. Conditions of group discount:**

3.1. For the group discount to be applied, tourists must inform their travel agent (or travel consultant, if tourists buy trip online) on the day the trip is booked that they travel with group.

3.2. Applicable group discount depends on the number of group members:

3.2.1. 6-7 members – 2% discount for person;

3.2.2. 8-9 members – 2,5% discount for person;

3.2.3. 10-12 members – 3% discount for person;

3.2.4. 13-15 members – 3,5 % discount for person;

3.2.5. 16 and more members – prices and conditions can be suggested after individually addressing the tour operator via e-mail [grupes@novaturas.lt](mailto:grupes@novaturas.lt).

3.3. Group discounts are applied for 2019-2020 winter leisure/exotic leisure/skiing trips by plane purchased until 30.09.2019.

3.4. Group discounts are applied on condition that the trip is booked until 30.09.2019.

3.5. Group discounts are not applied for tourists who buy only flight tickets.

3.6. Group discount is applied for every member of the group counting from valid prices (i.e. early bookings, special offers, last minute prices, etc.).

3.7. Discounts cannot be summed up.

3.8. In case one or more members of the group cancel the trip, discounts will be counted and applied according to the number of travelling members left in the group.

3.9. For groups out of 16 or more members prices and conditions can be suggested individually. Market prices can be not applied.

3.10. Definitions:

- *Group – a group of persons travelling together on the same dates and staying at the same hotel, who booked the trip at the same time;*
- *Person – a person who is 2 years old or older and who has attributed seat on the plane (for persons younger than 2 years old seat on the plane is not attributed).*

### **4. General conditions:**

4.1. The terms and conditions of group discounts are considered to be special rules to the general tourism service provision conditions. General tourism service provision conditions are applicable to the relations of the parties to the extent it is not regulated by these special rules.

4.2. These discounts and the conditions of group discounts are applied to 2019-2020 winter leisure/exotic leisure/skiing trips by plane purchased until 30.09.2019 when the trip is booked until 30.09.2019.

*These group discount conditions are obligatory to the tour operator and tourists. The tourist confirms that he/she got acquainted thoroughly with the presented conditions and understood all its provisions, and informed other tourists – benefit receivers about these conditions.*

I have read, understood and agree with the Group Discount conditions:

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(Name, surname and signature)