

CONDITIONS ON PROVISION OF TOURISM SERVICES

1. OBJECT OF THE AGREEMENT

1.1. By signing this agreement, Tourist undertakes to purchase, but the Agent to sell tourism services organized by Operator "NOVATOURS" (License No. T-2019-6, with registered office at Krasta street 105A, Riga, LV-1019).

1.2. The Tourist, who signs this agreement, undertakes to inform the other tourists - the beneficiaries that the trip is organized in accordance with the terms of this agreement and all tourists must respect provisions of this agreement.

2. OBLIGATIONS OF THE PARTIES

2.1. The Operator shall:

2.1.1. Organize a trip for tourist (s) in accordance with a program that is listed in the catalog, price list and/or other informative material, where trip is described, or in accordance with amended program, if produced specific changes in the catalog, price list and/or other informative material of the program before signing agreement. Catalog, price list and/or other informative material, containing a description of a trip and/or changed program are part of the agreement.

2.2. Rights of Operator:

2.2.1. Refuse to provide tourism services to tourist (s), if the Operator has not received payment for the booked trip, informing the Agent prior to the trip.

2.3. The Agent shall:

2.3.1. Provide Tourist (s) with information on prices and travel itinerary (place, date, time of departure/arrival, place and country of stops, etc.), as well as on their changes or services that are available when traveling in compliance with the program described in the catalogue, price list and/or other informative material or modified program.

2.3.2. Prior to signing agreement, inform the Tourist (s) on currency and its exchange in the respective country, passport and visa regulations in the countries where tourism services are provided, health formalities associated with the trip and stay in the respective countries, the procedures and conditions for the execution of this agreement.

2.3.3. Prior to signing the contract, to inform about health, life and other available insurances.

2.3.4. Immediately inform tourist (s) about all the changes in trip and its program.

2.4. Tourist (s) agrees to:

2.4.1. Provide Agent with necessary documents and true, accurate and current information about himself and other tourists to process trip; to observe the requirements specified for a person in the regulatory enactments regarding the procedures for border crossing, to arrive at the time and place specified in the contract, as well as observe the provisions for the use of hotels, means of transport and other services; follow the national norms of public order in countries with which is related the trip.

2.4.2. Ensure that he/she has valid travel documents and visas (if necessary).

2.4.3. Be financially responsible for damages that could be made during the trip (damages to hotel equipment, vehicles, etc.). If losses are made by minor, responsible adult person shall take full responsibility. If the Tourist (s) agrees with losses, they are reimbursed on spot. If the Tourist refused to pay damages, the Operator is entitled to recover damages from a Tourist in the order established by legislation of LR.

2.4.4. One day prior to the trip, to clarify on the NOVATOURS web page www.novatours.lv or to the Agent departure time. Departure time stated here and in the travel documents is preliminary and till the actual travel date can change. Nor Operator, nor air carrier performing the flight does not guarantee it.

3. PAYMENT TERMS AND CONDITIONS

3.1. When ordering trip, 20% payment of the price of order must be made. The remaining amount should be paid no later than 28 days prior to the trip. For the trips to Thailand, Vietnam, India and Sri Lanka the remaining amount should be paid no later than 42 days prior to the trip.

3.2. If order is made less than 28 or 42 days before the trip (depends on trip), 100% of payment must be made on the day of order.

3.3. Operator has the right to establish other conditions and terms of payment, which Tourist (s) must comply.

4. TERMINATION OF AGREEMENT

4.1. Tourist has the right to terminate the agreement at any time. Termination of the agreement takes effect from the date the written application for cancellation of the agreement is submitted to the Agent and Agent has informed Operator hereof.

4.2. In the case when the basis of termination are not related to actions of Operator/Agent to provide trip and Tourist (s) voluntarily wants to terminate the agreement or refuses to use tourism services, Tourist (s) is required to pay withhold. Amount of withhold depends on the time left till the trip, destination and is expressed in a percentage as follows:

Regular trips (for example, Egypt, Turkey, Greece, Bulgaria)	
Term of cancelation	Amount of detention in %from the price of the trip
28 or more days before trip	20%
From 27 to 15 days before trip	40%
From 14 to 11 days before trip	60%
10 or less days before trip	100%

Exotic trips (for example, Thailand, Cuba, Bali)	
Term of cancelation	Amount of detention in %from the price of the trip
42 or more days before trip	20%
From 42 and less days before trip	100%

4.3. The Operator has the right not later than 5 (five) days prior to the Trip notify about cancellation of the Trip, if there should be a certain number of participants and it is not obtained.

4.4. The Operator has the right unilaterally to cancel Trip or to refuse provision of it if he has important reasons, and Operator undertakes to inform immediately about that Tourist.

4.5. If the Operator cancels the Trip due to circumstances not related with actions of Tourist (articles 4.3. and 4.4.) Tourist has the right to:

4.5.1. Require replace Trip with equal or higher quality (if the Operator can provide that). In this case, parties agree on procedure how the Tourist pays for a higher quality tourism services to cover the difference in price. If the tourism services offered is of lower quality than it was intended, price difference is reimbursed to Tourist.

4.5.2. Get back the amount paid.

5. AMENDMENTS OF AGREEMENT

5.1. The Operator has the right not later than twenty (20) days before the Trip to raise prices due to increased costs of transportation (including fuel costs), taxes or currency exchange rate applicable to travel services.

5.2. In case when Operator prior to the Trip has necessity to make significant amendments to essential provisions, it shall immediately notify the Tourist and provide him/her opportunity:

5.2.1. to acquaint with the additional provisions of the agreement and to accept them;

5.2.2. to request a substitute **service** of equivalent or higher quality (where Operator is able to provide it). Parties shall mutually agree regarding the procedures by which the Tourist shall pay (covering the difference in price) for a service of higher quality. If the service offered is of lower quality than it was intended, price difference is reimbursed to Tourist;

5.2.3. to withdraw from the contract unilaterally and get back amount paid for the Trip.

5.3. If during the Trip, Operator doesn't provide any of services on which the parties have previously agreed, or will be unable to provide them, Operator undertakes to offer suitable alternative services, no requiring extra charge from the Tourist or compensate to the Tourist difference in price if the alternative service provided is cheaper than the price of replaced service.

5.4. If during the Trip Operator does not provide significant part of the services on which the parties have previously agreed, or will be unable to provide them, or cannot provide appropriate alternative or Tourists due to reasonable objections refuses from them, the Operator shall ensure to deliver Tourist to the initial departure place or to another place agreed with the Tourist, and as well compensate for unused or partly used services.

6. CHANGE OF DATE, TOURIST AND HOTEL

6.1. The Tourist has the possibility, when there are not less than 14 days left before the departure, to change the date/duration/the hotel/room type of the trip. In this case the following charges shall be applied:

Trip change time	Trip change charges (per person)
not less than 21 day before the departure	40,00 EUR
not less than 14 day before the departure	60,00 EUR

Trip's direction cannot be changed. Trip's season cannot be changed.

6.2. When there are no less than 10 days before the trip commencement left and Operator accepts the changes, any of the tourists of this agreement can transfer his/her right to the trip to a third party (taking over the trip). The trip transfer charges would compose 30,00 Eur for a person. Settlement of payments for trip and additional fees between the tourist who is forwarding trip and tourist, who receives trip, is made on their separate mutual agreement.

6.3. In case extra service „Golden Flexible trip“ is booked when booking the trip, the tourist has the possibility to change date/duration/the hotel/the room type/direction/meal type/season of the trip when there are not less than 28 days left before the departure for regular trips and not less than 42 days for exotic trips (Thailand, Indonesia etc.). In this case Eur 15,00 per person trip change charge shall be applied. The number of tourists and their names cannot be changed.

6.4. When trip's date/duration/the hotel/the room type/direction etc. is changed according to the points 6.1., 6.3., trip price is recalculated referring to the prices and conditions valid on the day of changes being made. New agreement is concluded and new rules, also payment rules, are in force.

6.5. The trip change conditions indicated in points 6.1., 6.3., are not applied to skiing trips.

7. RESPONSIBILITY FOR COMMITMENT OF AGREEMENT

7.1. The Operator and the Agent are responsible to Tourist for fulfillment of the contractual obligations. The Operator and persons whose services the Operator uses to ensure the Trip are not responsible to the Tourist for fulfillment of contractual obligations, if contract is not being fulfilled due to:

7.1.1. the fault of the Tourist (-s);

7.1.2. unforeseeable or unavoidable activity of a third party;

7.1.3. exceptional (unusual, unforeseeable and uncontrollable) circumstances;

7.1.4. such circumstances, which the Operator and the persons whose services Operator uses to fulfil obligations, could not foresee or forestall, while exercising all due care.

7.2. In cases mentioned in articles 7.1.2., 7.1.3 and 7.1.4. the Operator and Agent undertakes to provide necessary assistance to the Tourists.

7.2. Operator does not bear any material or other types of liability in front of the Tourist (s) if he/she is late to a vehicle, due to not fulfilment of obligations under article 2.4.4.

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.novatours.lv/privatuma-politika , or You can contact the Tour Operator official by email dpo@novatours.lv for protection of personal data.

9.INSURANCE

9.1 If the Operator will be unable to fulfill obligations under agreement due to its insolvency or declaration of its insolvency, Tourist (s) has the right to refer to Consumer rights protection center, tourist has the right to turn to the Consumer Rights Protection Center, indicating the name of the tour operator, registration number and the amount of the default. The application shall be accompanied by supporting documents (copy of the concluded contract, documents certifying the payments made).

9.2. Tourist undertakes make his/her own and others tourists (beneficiaries of this agreement) life and health insurance. In case Tourist (s) refuses to insure through the Agent, he/she assume the entire responsibility for any consequences that may arise due to failure to carry insurance and confirm that with signature here

10. FINAL PROVISIONS

10.1. If there conflict arise or dissatisfaction appears concerning inappropriate agreement implementation or nonfulfillment during the trip, the complaint has to be

immediately made to the Operator representative or to the trip leader; if they did not initiate to solve the complaint, complaint should be represented in writing in destination. In case the conflict failed to be solved successfully on spot, written complaint must be presented to Operator (Krasta street 105A, Riga, LV – 1019) within 10 (ten) days from the trip end. The Operator undertakes to answer the complaint within 15 (15) working days from the date of receipt of the complaint.

10.2. In the application to Operator must be mentioned: name of the Agent, which commissioned the trip, tourist's name, home address and phone number, founded services non-compliance with provisions of agreement, demand of the Tourist. As well to the application should be attached copy of the agreement and supporting documents that certify demand.

10.3. Tourist (s) shall have the right to lodge claims to Operator regarding improper provision of services during all the time determined by legislation of Latvian Republic.

10.4. The agreement is drawn up in English language, in two copies; both copies have equal legal force.

10.5. All disputes related to this Agreement and its enforcement shall be settled by negotiation. If the dispute is not possible to resolve the issue through negotiations, any dispute, disagreement or claim arising out of this Agreement, related to whether the suspension, termination or invalidity thereof, shall be settled in court, in accordance with legislation of Latvian Republic.

10.6. Trip may not be suitable for persons with reduced mobility. This service could be available upon additional request and possibly at additional cost.

10.7. By signing this Agreement, the tourist confirms that he has acquainted himself with the standard information form: <https://www.novatours.lv/standartinformacijas-veidlapa>.

NOVATOURS WINTER SEASON 2020-2021

SPECIAL CONDITIONS

Egypt, Spain

(Valid from 01.04.2021. till 31.05.2021.)

1. Special conditions are applicable to "NOVATOURS" organized package trips, which are booked from 01.04.2021. till 31.05.2021. **departure is scheduled for season 2020-2021.**

2. Payment Terms:

2.1. On the day of reservation of the trip prepayment in amount of **50,00 EUR (fifty euro) per person** must be made.

2.2. Not later than 14 days before the departure date, full payment of travel services should be made.

3. Pre-payment is not refundable.

4. There is possibility to buy extra service "COVID PAUSE": in case tourist gets positive COVID test result before the trip, he has possibility make changes (changes relating to departure date, destination of trip, hotel, length of stay, room type, season).

4.1. For changes tourist can apply 24 hours after COVID test positive result was received, but no later than 24 hours before departure. Tourist must present COVID test positive result certificate.

4.2. Extra service can be booked at the time of making new reservation.

4.3. New trip reservation should be made within 3 months period. New booking could be made not only for LLC Novatours leisure trip, but also for other tour operators - Lithuanian NOVATURAS and Estonian NOVATOOURS trips.

4.4. In case changes are made, prices are being calculated at current valid prices. New agreement is concluded, and new rules are in force.

4.5. All prepayments will be transferred to the new reservation.

4.6. It's not possible to change number of travellers and their names.

4.7. Changes is only possible, if new travel date, duration, flight seats, hotel or room type are available.

4.8. Price of this extra service is EUR 19,00 per person. Children under 2 years old free of charge, if not occupying a seat on a plane.

5. According to the rules of the campaign, there is possibility to get extra service "Golden flexible trip" for free: possibility once make changes (changes relating to departure date, destination of trip, hotel, length of stay, room type, meal type) for free.

5.1. For changes tourist can apply no later than 14 day before departure. When term of 14 days is calculated, departure date and date of changes are not counted.

5.2. In case changes are made prices are being calculated at current valid prices. New agreement is concluded and new rules, also payment rules, are in force.

5.3. It is not possible to change number of travellers and their names.

5.4. Changes may be refused.

6. This terms and conditions considered to be special rules in relation to the general tourism services provision conditions and regulate only payment procedure, otherwise general tourism services conditions are applicable.

I have read the rules and conditions.

NOVATOURS WINTER SEASON 2021-2022

EARLY BOOKING CONDITIONS

Egypt, Spain

(Period of validation 01.04.2021. to 30.06.2021.)

1. Advanced sales terms and conditions are applicable to "NOVATOURS" organized package trips, which are booked in the period from 01.04.2021. to 30.06.2021. and **departure is scheduled for season 2021-2022.**
2. Payment Terms:
 - 2.1. On the day of reservation of the trip prepayment in amount of **50,00 EUR (fifty euro) per person** must be made.
 - 2.2. Not later than 28 (twenty eight) days before the departure date, full payment of travel services should be made.
3. According to the rules of the campaign, there is possibility to get extra service "Golden flexible trip" for free: possibility once make changes (changes relating to departure date, destination of trip, hotel, length of stay, room type, meal type) for free.
 - 3.1. For changes tourist can apply no later than 28 day before departure. When term of 28 days is calculated, departure date and date of changes are not counted.
 - 3.2. In case changes are made prices are being calculated at current valid prices. New agreement is concluded and new rules, also payment rules, are in force.
 - 3.3. It is not possible to change number of travellers and their names.
 - 3.4. Changes may be refused.
4. According to the rules of the campaign, there is possibility for one tourist from the reservation to transfer his/her right to the trip to a third party (taking over the trip). This could be made if there are no less than 28 day before the trip and changes are possible. As a result of changes, type of room or other parameters is changed, trip price is recalculated referring to the prices and conditions valid on the day of changes being made.
5. Tourist can purchase extra service "COVID PAUSE": in case tourist gets positive COVID test result before the trip, he has possibility make changes (changes relating to departure date, destination of trip, hotel, length of stay, room type, season).
 - 5.1. For changes tourist can apply 24 hours after COVID test positive result was received, but no later than 24 hours before departure. Tourist must present COVID test positive result certificate.
 - 5.2. Extra service can be booked at the time of making new reservation.
 - 5.3. New trip reservation should be made within 3 months period. New booking could be made not only for LLC Novatours leisure trip, but also for other tour operators - Lithuanian NOVATURAS and Estonian NOVATOOURS trips.
 - 5.4. In case changes are made, prices are being calculated at current valid prices. New agreement is concluded, and new rules are in force.
 - 5.5. All prepayments will be transferred to the new reservation.
 - 5.6. It is not possible to change number of travellers and their names.
 - 5.7. Changes is only possible, if new travel date, duration, flight seats, hotel or room type are available.
 - 5.8. Extra service price is EUR 19,00 per person. Children under 2 years old free of charge, if not occupying a seat on a plane.
6. In case other changes are made in reservation, changes are made the second time or payment terms are not observed, advanced sale discounts are annulated, and price of the trip is recalculated upon standard pricelist.
7. Pre-payment is not refundable.
8. If reservation is cancelled 28 days or less days before the trip, there will be applied general tourism services provision conditions on withhold.
9. Terms and conditions of the advanced sale are considered to be special rules in relation to the general tourism services provision conditions. General tourism services provision conditions are applicable to the relations of the parties, unless the terms and conditions of the advanced sale determine special rules.

I have read the rules and conditions.

NOVATOURS WINTER SEASON 2021-2022
EARLY BOOKING CONDITIONS
(Mauritius, Cuba, Thailand, Vietnam, Bali, United Arab Emirates)
(Period of validation 01.04.2021. to 30.06.2021.)

1. Advanced sales terms and conditions are applicable to "NOVATOURS" organized package trips, which are booked in the period from 01.04.2021. to 30.06.2021. and **departure is scheduled for season 2021-2022.**

2. Payment Terms:

2.1. On the day of reservation of the trip prepayment in amount of 50,00 EUR (fifty euro) per person must be made.

2.2. Not later than 42 (forty two) days before the departure date, full payment of travel services should be made.

3. According to the rules of the campaign, there is possibility to get extra service "Golden flexible trip" for free: possibility once make changes (changes relating to departure date, destination of trip, hotel, length of stay, room type, meal type) for free.

3.1. For changes tourist can apply no later than 42 days before departure. When term of 42 days is calculated, departure date and date of changes are not counted.

3.2. In case changes are made prices are being calculated at current valid prices. New agreement is concluded and new rules, also payment rules, are in force.

3.3. It's not possible to change number of travellers and their names.

3.4. Changes may be refused.

4. In case other changes are made in reservation, changes are made the second time or payment terms are not observed, advanced sale discounts are annulated, and price of the trip is recalculated upon standard pricelist.

5. Pre-payment is not refundable.

6. If reservation is cancelled 42 days or less days before the trip, there will be applied general tourism services provision conditions on withhold.

7. Terms and conditions of the advanced sale are considered to be special rules in relation to the general tourism services provision conditions. General tourism services provision conditions are applicable to the relations of the parties, unless the terms and conditions of the advanced sale determine special rules.

I have read the rules and conditions