

STANDARD CONDITIONS FOR THE PROVISION OF SERVICES

1. Accommodation services (hereinafter – services) are provided only for the period specified in the offer according to which they were acquired (hereinafter – offer).
2. The services are provided only upon their full payment in accordance with the procedure specified in the offer.
3. If the actual service provider must confirm the service booking, it may only be executed after its confirmation. If the service provider fails to confirm the booking, the customer can take advantage of the other offers or recover amounts paid at the time of booking under the procedure specified in Item 16 of these Conditions.
4. The actual service provider specifies the arrival and departure time in offer.
5. The acquired service may only be used once at specific period of service provision.
6. Conditions of service payment and cancellation. If the agreement is made more than 4 weeks before travel, 20% advance payment must be made and the remaining amount must be paid no more than 4 weeks before the start of accommodation. If the agreement is made less than 4 weeks before travel, the total price for accommodation service must be paid.

Service cancellation. A cancellation fee must be paid when cancelling the service:

Service cancellation period	Amount in percentage from accommodation price
more than 28 days before accommodation	Free cancellation
from 28 to 15 days before accommodation	20%
14 and less days before accommodation	100%

7. The services are provided only to the person who acquired them and the persons coming together. The acquired offer may be transferred to third parties free of charge at least 7 days before the start of service provision, if such transfer is possible. The customer transferring the right to service and third party (taking over the service) are jointly and severally liable to the Seller of the service for the payment of service price and costs associated to the transfer of the right to service.
8. It is necessary to have personal document during registration.
9. Hotel coupon (or „voucher“, hereinafter - coupon) specifying hotel name, service provision period, room type, catering type, customer data, and number of accommodated persons (number of adults and children) and issued to the customer confirms the agreement conclusion.
10. The coupon is issued after full payment for services. Unpaid coupon is not valid.
11. The services are provided according to the rules and conditions established by specific accommodation service provider.
12. It is forbidden to copy the coupon and distribute its copies.
13. It is necessary to submit the coupon to service provider prior to check-in.
14. Service provider undertakes to provide the customer with quality services indicated in the offer only.
15. Upon request, the service provider will issue an invoice after service provision.
16. If the offer is cancelled at customer's initiative (if offer provides cancellation possibility) or service provider's initiative, the essential offer conditions are changed or other actions of service provider prevent the use of the offer, the buyer may recover the money paid for the coupon within 30 days from the date of service cancellation.
17. If the customer is not able to arrive on time, the service provider must be informed immediately. If the customer fails to inform, the service will be deemed to have been provided.
18. Disputes regarding service quality are settled by making a claim to the actual service provider. At first, the claims regarding improper service quality must be submitted to service provider at the site. If they are failed to settle, they must be provided in writing. If the customer was not satisfied with the quality of provided services, he/she must apply to service provider in writing within 14 days after the date of end of service provision or within the time specified in legal acts.
19. SIA "Novatours" operates as intermediary and does not provide the services specified in the offer, thus it is not liable for their quality.

RULES FOR SERVICE PROVISION

1. GENERAL PROVISIONS

1. The rules for service provision (hereinafter – Rules) of SIA "Novatours", reg. No 40003525782, legal address: Kr.Valdemara street 100, Riga (hereinafter - Company), regulate the conditions and procedure of the services sold by the Company.
2. The services sold by the Company are provided in accordance with these Rules, the documents of the Company, and requirements of legislation applicable to the Company. All persons (hereinafter – Buyers) who use services sold by the Company by purchasing them at Company's website www.novatours.lv (hereinafter – Website) or any other place of provision of services sold by the Company (travel agencies) must read these Rules. During acquisition of services sold by the Company, the Buyer confirms he/she agrees to follow the Rules.
3. Buyer is a person who purchases the services sold by the Company.
4. The Company distributes accommodation services (hereinafter – Services). These are accommodation services sold on the Company's Website or other distribution places, provided by Company's partners (accommodation service providers) and the booking of which is confirmed by a coupon issued by the accommodation service provider to the Buyer (hereinafter – coupon).
5. Services must be paid under the terms and procedure specified in the Offer. If the customer fails to pay for services, the coupon is considered invalid and the Services are not provided.
6. The Rules set forth the general terms and conditions of agreements concluded for Service purchase and are integral part of these agreements.
7. Only the persons who are capable and may enter into relevant agreements according to the Civil Code of the Republic of Lithuania are allowed to conclude agreements on Website.
8. By agreeing to the Rules, the Buyer confirms his/her right to purchase the Services on Website.

2. AGREEMENT CONCLUSION PROCEDURE, EXECUTION AND EXPIRATION

9. The service provider specified in the coupon is considered as service seller and provider of services specified in offer and coupon to the Buyer in all cases, instead of a Company. The Company in no event assumes the rights and responsibilities of the service provider specified in the coupon.
10. The Company does not determine the conditions of services provided by the service provider, service provision time and any other criteria describing any such services. The Company is not liable for the quality of such services, their content and does not provide any guarantees regarding such services.
11. The company states it is not liable and has no right to determine the conditions of service provision for which the coupons are issued. The Company is also not liable for completeness and comprehensibility of Service provision conditions. The service providers who provide such services determine the terms of provision and inform the Company about them at their own discretion. These terms are mandatory to the Buyer who purchased the Services. Information about provision conditions of services, which the Buyers are entitled to use after their purchase, is provided in website of service provider. If this information is not provided, it can be obtained by contacting the relevant Service Provider at the specified contacts.
12. The agreement with the Buyer is always defined by requirements and rules specified herein, except if otherwise provided in written agreement with the Company. Prior to start using the services, the Buyer must read the provisions of these Rules.
13. The conditions of products or services provision determine the service provision conditions, prices, contents, description, characteristics, terms, and their provision and payment procedure. These main conditions are specified in Service offer or coupon.

14. All agreements on the Website are concluded in electronic form by using communication tools (computer networks). During conclusion of agreements, the Company follows the provisions of law of the Republic of Latvia.
15. The booking is considered submitted when the Buyer submits his/her booking by entering his/her data and clicking "book" or "purchase". If the actual service provider has to confirm the service provision, the service booking may be executed only after it confirms the booking. If the service provider fails to confirm the booking, the customer may use other offers or recover amounts paid at the time of booking. If the offer is cancelled at customer's initiative (if offer provides cancellation possibility) or service provider's initiative, the essential offer conditions are changed or other actions of service provider prevent the use of the offer, the buyer may recover the money paid for the coupon within 30 days from the date of service cancellation
16. If the Buyer performs the actions specified in Item 15 of these Rules and pays all or part of booking price, the Buyer confirms he/she has read the information provided in the offer, Standard conditions for the provision of services and these Rules, as well as undertakes to comply with them and pay total price of Services.
17. An agreement concluded electronically on the Website, to which the Buyer and Service provider (clearly indicated in the coupon) are parties, enters into force from the moment the Company receives the Buyer's payment.
18. All payments, depending on payment method selected by the Buyer, are made by transfer to the bank account of the Company, third party authorised by the Company and providing payment services or Company's partner. The payments can also be made in cash at Company's partner offices.
19. If the Buyer notices an error in information provided to the Company, he/she may correct this error by informing the Company about it by email address info@novatours.lv. Information about correction of error is provided to the Buyer by his/her specified method (email address or phone).
20. If the coupon is not used during the specified period and the service seller is not informed about it in advance, the coupon is not exchanged and (or) money is non-refundable.
21. The Company does not determine the service price, quality and other conditions of Service providers. Service provider specified in each offer separately guarantees the service quality.
22. If the Service provider cannot offer the services specified in coupon to the Buyer due to unforeseen circumstances, the agreement with the Buyer may be terminated unilaterally and the money are refunded to the Buyer or analogous service may be offered.

3. DATA PROTECTION

23. The Company processes the personal data in accordance with the Personal Data Protection Policy applicable in the Company and published in Company's Website <https://www.novatours.lv/privatuma-politika> (hereinafter - Privacy Policy).
24. Personal information is requested when placing a booking on the Website. The Company undertakes not to disclose the Buyer's personal data to third parties, except the service providers who provide the services specified in offer.
25. Information disclosure to third parties are possible only in cases and procedure specified in Privacy Policy, including but not limited to legal requirements of state authorities, it is necessary to ensure the compliance with these Rules, to defend the Company's rights, property or ensure the safety of Company, its buyers and society.
26. The Buyers provide the Company with the following data: name, surname, contact phone number, email address.
27. The Company has a right to clarify the personal data provided by the Buyers.
28. The data of the Buyer provided to the Company in Website are used for the purposes of agreement conclusion and execution.

4. WEBSITE USE

29. The Buyer agrees not to engage in any activity that interferes with the provision of Services (or disturbs the operation of relevant servers or networks to which the provided services are associated) or disturbs the service provision.
30. The Buyer agrees not to develop, duplicate, copy or provide the services of the Website for any purpose, not to resell or engage in other trading operations.
31. The Buyer agrees to assume full liability for non-compliance of its obligations under these Rules and all consequences of non-compliance with obligations (including any damage or loss that the Company may suffer).
32. The Buyer undertakes not to use the services in order to:
 - 32.1. Upload, post, email, transmit or otherwise publish illegal, infringing, threatening information, publish inappropriate, offensive, defamatory, vulgar, obscene or abusive information, as well as information the publication of which breaches the confidentiality of other persons, promotes hatred and (or) contains controversial statements indicating racial, ethnic, etc. discrimination;
 - 32.2. Harm anyone in any method;
 - 32.3. Upload, post, email, transmit or otherwise publish information the publication of which breaches the rights of any person to patents, trademarks, trade secrets, copyrights or other rights;
 - 32.4. Upload, post, email, transmit or otherwise publish the promotional material or information that is not agreed with its owner or author or not authorised, advertising messages, unnecessary advertising correspondence, spam, chain letters, pyramid schemes or service offering information in any other form to a large number of recipients, except areas specially designated for the listed purposes;
 - 32.5. Upload, post, email, transmit or otherwise publish any other material with software viruses or other computer codes, files or programs designed to disrupt, destroy or limit the functionality of software computer or telecommunication equipment;
 - 32.6. Disrupt or terminate the service provision, to disturb the server or network work, not to comply with procedures, rules or requirements, controlling the use of networks associated to provided services;
 - 32.7. Violate applicable local, national or international laws consciously or unconsciously.
33. The Buyer acknowledges and agrees that there could be links to other websites, other content and sources in the Website and during provision of services. The Company does not necessarily control other websites or sources provided by other companies.

5. INTELLECTUAL PROPERTY

34. The Buyer acknowledges and agrees that the Website (or licensees of the Website) owns all property and non-property rights associated to provided services, including any intellectual property rights (regardless of whether these rights are registered or not, and regardless of the jurisdiction where these rights arise). The Buyer also acknowledges that the Website services may include information that is confidential, in Company's opinion; therefore, the Buyer is not entitled to disclose this information without the prior written consent of the Company.
35. None of the provisions of these Rules entitles the Buyer to use brand names, trademarks, service marks, logos, domains or other intellectual property of the Company in all cases, unless otherwise agreed in writing with the Company.
36. The Buyer agrees not to remove, hide or change the intellectual property objects in Website (including trademarks).

6. FINAL PROVISIONS

37. The Company reserves the right to complete and amend these Rules and other documents related to these Rules at any time and at its sole discretion. Amendments of the Rules enter into force on the day following their publication on the Website.
38. The Buyer understands and agrees that if he/she uses Website services after the date of amendment of the Rules, the Company will assess the fact of Buyer's use of the services as acceptance of the new version of Rules.
39. The Buyer agrees that the Company has a right to send notifications to the Buyer, including notifications about amendment of conditions of the Rules by email, phone or provide the desired information on the Website.
40. During the service provision, the Company follow the provisions of the Consumer Protection, Law on Product Safety of the Republic of Latvia, Rules for Retail Trade, as well as other applicable legislation.

7. OUT-OF-COURT DISPUTE SETTLEMENT

41. If the Buyer is not satisfied with the Company's response to written claim, request or complaint due to Service purchased in Website, he/she may apply to Consumer Rights Protection Centre (Consumer Rights Protection Centre, Brivibas street 55, Riga, Latvia, LV-1010, E-mail: pasts@ptac.gov.lv).