

# CONTRACT

Domzheritsy \_\_\_\_\_

## 1. Subject of the Agreement

1.1 State nature protection institution «Berezinsky biosphere reserve» in the person of the director Vikenty E. Khamaro acting in accordance with its Charter (License for Tourism Activities # 02310/0383276 dated 09.11.2007, Certificate # BY/112 04.03.07 10148) hereinafter referred to as «Operator», undertakes on conditions of the present Agreement to grant, and \_\_\_\_\_ in the person of the director \_\_\_\_\_, acting in accordance with its Charter hereinafter referred to as «Customer» to accept and to pay for the rights for tourism services. Itinerary, cost, quality, and quantity of services is confirmed by the tourist permit and exit / entrance documents.

## 2. Procedure for acquiring of tour

- 2.1 The tour is sold to the Customer if an Application (offer) is present, confirmed by the Operator (acceptance).
- 2.2 The Customer specifies from the Operator quantity of available places for specific dates and issues to the Operator an application, with correct information and requisites of the Customer and contact person, foreign passport data and citizenship of the client of the Customer, date of birth, surname and name, dates of the tour, hotel name, conditions of lodging, type of meals. The application should include a reference to the price-list number or special offer of the Operator.
- 2.3 The application is considered accepted only after a written confirmation by the Operator.
- 2.4 After payment by the Customer of complete cost of the tour, the Operator gives the Customer the tourist permit and exit / entrance documents in accordance with type of the tour (voucher, insurance policy). Representative of the Customer receives specified documents on presenting of the letter of attorney at a time and place assigned by the Operator.
- 2.5 Number of tourists and groups, itineraries, programs, quantities and special conditions of tourism service for specific groups of the tourists, as well as individual tourists, prices for tourism service, and types of settlements are discussed by the Parties in the annual protocol and current protocols being the integral part of the Agreement.
- 2.6 All arrangements of the Parties in accordance with the Contract connected with realization of the tour and implementing of the contract: Application, confirmation of the Application, modifications in the Confirmation and Application, repudiation of the Application, etc., must be done in writing. Facsimile messages and electronic mail are equated to the written form.

## 3. Cost of tour, conditions and procedure of payments

- 3.1 The Customer pays for the tour on the basis of the invoice 10 days before the date of arrival.
- 3.2 The Operator makes disbursement to the Customer of a commission at a rate of \_\_\_\_\_ % from cost of \_\_\_\_\_.

## 4. Rights and obligations of the Parties

- 4.1 The Operator has the right to amend information material directing any such amendments to the Customer. The date of forwarding of the notification to the Customer is considered the date when any such changes or modifications to the information come into effect. The

Customer is responsible for ascertaining what changes to the information material might be introduced to this Agreement after its conclusion.

- 4.2 The Operator undertakes to inform the Customer in a timely fashion about all changes in the program and cost of tours. Any specified changes are considered accepted by the Customer from the moment of forwarding of the notification by the Operator to the Customer.
- 4.3 The Operator has the right in exceptional cases to make modifications to the tour, without changing quality and quantity of services offered (in case of impossibility of providing to the Customer accommodation at the confirmed hotel accommodation must be provided at a hotel having equal or higher category).
- 4.4 The Customer has the right to sell to a third party (clients) Tour, confirmed by the Operator, the Customer undertakes to conclude with the client an Agreement of rendering of tourist services according to the requirements of the law, present Agreement and information materials, to forward to the client all information on tour required by the law, immediately notify the client about changes in the contents of tour; to acquaint the client with rules of exit and entrance on territory of the country of temporary stay, rules of exit / entrance of under age children, rules for coming and being at the airport for airlines, consular, frontier and customs services, info sheets for tourists, staying, rules of personal security, tourism legislation.

## **5. Responsibility of the Parties**

- 5.1 For non-execution or inadequate execution of a contract and services being part of the sold tour, the Operator bears responsibility in conformity with the legislation and conditions of the present Agreement.
- 5.2 The Operator bears responsibility for quality and safety of services, without dependence from, whether these services are provided by the Operator or third party.
- 5.3 The Operator does not bear responsibility: for impossibility of rendering tourist services by virtue of actions of customs, consular and frontier services; in case of refusal of the entrance visas or other actions by official bodies of the Republic Belarus and foreign countries; for non-conformity of the granted services to objective expectations of the client; for actions and decisions of the Customer and his client, performed by them on their own during the tour, including for backlog of the client of the Customer from the group or for the transfer (airvoyage); in case of infringement by the client of the Customer of standards and rules of conduct in the country of temporary stay; in case of infringement by the client of the Customer standards and rules of the airline and transfer; in case of loss (larceny) by the client of the Customer of the luggage, possessions, documents, valuables, for which the client of the Customer bears personal responsibility, or this responsibility is assigned by the legislation on the third persons.
- 5.4 If not otherwise put forward by law or present Agreement, the Operator is not responsible for cancellation of the flight, change of time of the flight, change of the airport, time of departure (arrival) for reasons connected to actions of the air carrier.
- 5.5 The Customer is responsible to the client and takes the appropriate risks: for execution of the Agreement, concluded with him; for providing to the client properly made out documents necessary for realization of the tour and departure of the tourist abroad; for informing of the client about all conditions of the tour; for conformity of the Agreement with the client to conditions of the present Agreement, information materials and current legislation.

- 5.6 In case of impossibility of execution of the tour by the Operator due to fault of the Customer or his client, cost of the confirmed Application (tour) must be fully paid out to the Operator, if not otherwise put forward by law.
- 5.7 Losses of the Operator resulting from actions of the Customer (including actions of the client of the Customer) during execution of the package of tourist services, must be compensated to the Operator.
- 5.8 In case of a unilateral, including actual refusal of the Customer from the Application (tour) confirmed by the Operator, the Customer repays to the Operator a fixed penalty or a percentage of the cost, specified in the invoice or confirmation of the Operator.
- 5.9 Offer stated by the Customer, concerning change of the contents of the confirmed Application without agreement of the Operator is a unilateral refusal of the Customer from execution of a confirmed Application and can form the basis for further consideration of the changed Application according to conditions of a new proposed tour. In case the Operator agrees to the offer of the Customer to modify the Application that was confirmed earlier, the Customer is obliged to pay to the Operator additional cost for modification.
- 5.10 In a case the Customer does not fulfill the obligation to make payment during proper dates for the confirmed Application the Operator has the right to unilaterally terminate the Agreement as a whole or in part of the specific Application. The date of the notifying of the Operator about termination of the Agreement to the Customer is in this case date applied to calculate the final penalty.
- 5.11 Rise of the Force Majeure (natural disasters, epidemics, terrorist acts, strikes) releases the contracting Parties from the responsibility for non-compliance of the accepted obligations under the present Agreement.
- 5.12 The Operator after conclusion of the present Agreement undertakes to grant, and the Customer to accept information material of the Operator — package of documents containing legally required information about the tour of the Operator and recommendation to the Customer: instructions for the Customer; information for the tourist regarding the host country and prevention of diseases; catalogues of the Operator; special offers; information sheets; the price-lists.
- 5.13 The Operator has the right to annul the previously confirmed Application (tour) due to objective causes on condition of compensation to the Customer of the suffered losses.

## **6. Duration of the Agreement and procedure for its termination**

- 6.1 All disputes associated with the present Agreement are settled by negotiation. Claims are considered within 10 days. If no solution is found the claims are considered by economic courts of Republic of Belarus.
- 6.2 The Agreement is drawn in two copies — on one for each Party and comes into force from the moment of signing by both Parties and is valid until \_\_\_\_\_.
- 6.3 The Agreement is considered prolonged for the next year, if neither of the Parties states its termination in writing of his (its) action during 30 calendar days before the termination of the period specified in item 6.2. of the Agreements
- 6.4 The Parties have the right to terminate the Agreement unilaterally presenting a notice in writing 30 days before termination.
- 6.5 Changes to the text of the Agreement, except for cases stipulated in the text of the Agreement must be drawn in writing and signed by the plenipotentiaries of the Parties.

## 7. Special conditions of the Agreement

- 7.1 The tour of the Operator includes an insurance policy for the occasion of a sudden disease or accident of the tourist. The insured accidents, usage of the insurance policy, amount of compensation, conditions and procedure for granting it are defined by the insurance policy. The claims for insurance services are considered by the insurance company. In case of a refusal of the Customer (client) of the policy of insurance the Operator does not bear the responsibility for consequences of its absence. Additional risks (not covered by the policy of insurance) the Customer (the client of the Customer) can insure independently.
- 7.2 The Customer undertakes to inform the client that in case of claims, it is desirable that the client notifies the representative of the receiving party about the essence of claim. At reception of the claim of the client by the Customer, the Customer directs to the Operator his own claim specifying the essence of the claim letters, a copy of the Agreement with the tourist, a copy of the document for payment of services of the Operator, other necessary documents, or documents demanded by the Operator. In case of a legal controversy with the client, the Customer independently acts as the litigant, having notified the Operator about legal controversy.
- 7.3 For all issues not regulated by the present Agreement, information material, and also in case of the contradiction of the Agreement to the legislation, Parties are guided by the legislation of the Republic of Belarus.

## 8. Legal addresses and requisites of the Parties

«Operator»

«Customer»

Director of Berezinsky Biosphere Reserve

Vikenty E. Khmaro

Berezinsky Biosphere reserve

211188, Tsentralnaya st. 3, Domzheritsy,

Lepel District, Vitebsk Region

Republic of Belarus

Tel.: +375 (0) 2132 26400

Fax: +375 (0) 2132 26342

e-mail: tourism@berezinsky.com

Bank Requisites:

Berezinsky Biosphere Reserve, BY 211188

Domzheritsy Lepel

Account-nr. 3632900035020/978, SWIFT.

BPSBBY 21315

BELPROMSTROIBANK, VOIKOVA STREET

130A, BY 211180 LEPEL.

DEUTSCHE BANK AG, Frankfurt/M, acc.

100949781900

SWIFT. DEUTDEFF

Director \_\_\_\_\_

Director \_\_\_\_\_

Chief Accountant .....Olga V. Dolbich

Head of Tourism Department ..... Svetlana V. Veresovaya

Legal Counsel ..... Svetlana I. Pashkevich