# PUBLIC OFFER / AGREEMENT OF ANUR TOUR LLC (www.ToursToUzbekistan.com) FOR RENDERING THE TOURISTIC SERVICES

The present agreement is a public offer of LLC "Anur Tour" (further "Tour Operator"), registered and operating according to the legislation of the Republic of Uzbekistan, license T-0055-17 dated 23.06.2017. The offer is provided for an unlimited number of individuals or legal entities (further "Customer") to agree on the provision of a range of tourist services (further "Agreement") following the terms and conditions of the Agreement and all the Appendixes.

#### **DEFINITIONS**

**Public offer** - Tour operator's public Agreement (further "Offer", "Agreement") offers to an indefinite number of persons to agree with the Tour Operator on terms of booking online or via request form, purchasing and reselling a tour package following all the conditions and Appendixes.

**Offer acceptance** is a full and unconditional acceptance of the terms of the offer and all Appendixes by the Customer planning to book a tour on the website and pay for the tour package.

**Tour operator** - is a legal entity (LLC "ANUR TOUR"), the owner of the tour package and services presented in the website.

Customer is an individual or legal entity planning to purchase a trip (tour) by booking, paying for the services and receiving the services of the Tour Operator.

**Booking application** is a request from Customer for a tour package on basis of the Agreement on the provision of tourist services. The application and the necessary information about the Customer can be sent in any form convenient for the Customer - to the Tour Operator's email address, by phone or via the online application form on the website.

**Tour package** (further "tour", "tourist product", "tour program", "tour service") is a complex of tourist services that include:

- Accommodation in hotels, guest houses (including additional hotel services);
- Booking air and train tickets;
- Providing transport services;
- Guides interpreters' services;
- Entrance tickets to tourist sites, theaters, cinemas, etc.;
- Meals:
- Insurance (if required);
- Visa support and other services specified in the Application and specified in the tour program.

**Tourist voucher** (voucher) is a travel document establishing the right of the Customer or a group of Customers for the tourist services and parts of the tour, confirming the fact of service provision.

**The website** - www.TourstoUzbekistan.com - is an open resource of the Tour Operator in the free Internet access for visual acquaintance with the tour catalogue that provides any website visitor with the necessary information about tour itineraries, types of services provided by the Tour Operator and the seasonal prices of tour packages.

#### **GENERAL STATEMENTS**

- 1.1 Submitting a booking application, the Customer confirms his/her legal capacity (from the age of 18 years), and complete awareness with the terms of the public offer of Anur Tour LLC, full and unconditional acceptance of the terms of the offer and agrees all the terms of the Agreement including all the Appendixes. RIGHTS AND OBLIGATIONS OF PARTIES
- 2.1 The tour operator is responsible for:
- 2.1.1 Providing the Customer with information about touristic services (conditions of tour, transport service accommodation, additional services, availability of rooms, arrival and departure times, duration of staying, conditions of roads, meals, leisure programs, etc., as well as all amendments and additions) and prices for them via e-mail and the website;
- 2.1.2 Providing consulting support while Customer is choosing and booking a tour product;

- 2.1.3 By the Customer's request, booking a tour;
- 2.1.4 Providing visa support by a special Customer's request;
- 2.1.5 Providing the Customer with the necessary vouchers on time, booking services and / or tickets, once the full payment for the booked services is made to the current account.
- 2.2 The tour operator reserves the right to:
- 2.2.1 Cancel the tour booking in case of late payment or untimely provision of the necessary documents by the Customer. In this case, the Tour Operator is not responsible for compensation of any losses of the Customer occurred because of cancelling the tour bookings.
- 2.2.2 The tour operator reserves the right, if necessary, to replace the previously indicated accommodation with another one of the same or higher category.
- 2.2.3 In exceptional cases, the Tour Operator has the right to make changes to the tour program without lowering the quality of the services offered, about which the Tour operator must immediately inform the Customer.
- 2.2.4 Require the relevant documents from the Customer, in cases where it is necessary to receive insurance payments, or other cases.
- 2.3 The Customer is responsible for:
- 2.3.1 Providing the Tour Operator with the documentation and pre-payment necessary to accomplish the Customer request for organizing a tour according to the services pricelists specified in the tour booking application.
- 2.3.2 Complying with the rules of hotel accommodation, as well as the general rules and laws of the host country.
- 2.3.3 Compensation the full amount of in the damage caused by the Customer to the Tour Operator and / or the receiving party as a result of illegal, willful, negligent or accidental actions from Customer side.
- 2.3.4 The Customer represents the interests of all tour participants specified in the application, and is responsible to the Tour Operator for the timely full tour payment of the Tour, and the relevant cancelation fees if the tour participants cancel the tour.
- 2.3.5 The Customer is responsible to provide the Tour Operator with complete and reliable information and valid documents of the Customer and other tour participants specified in the Application (further "Tour participants") that are necessary for the provision of services. The tour operator reserves the rights to require the Customer necessary information and documents. In case of non-compliance of agreed terms by the Customer, the Tour Operator is not responsible for providing the services and consequent obligations.
- 2.3.6 Signing this Agreement, the Customer must be aware of all information provided by the Tour Operator.
- 2.3.7 The Customer and all the tour participants must have the personal/medical/travel insurance on Customers' behalf for the whole tour period, if the legislation of the Republic of Uzbekistan and/or the country of visit.
- 2.3.8 The customer is responsible to make full pre-payment for the services package in advance according to the terms of the present Agreement.
- 2.3.9 During the tour, the Customer must comply with the legislation of the Republic of Uzbekistan / the country of temporary stay, respect its social structure, customs, traditions, and religious beliefs; preserve the natural environment, caring of the nature, history and culture in the country of temporary stay. During the tour at all the stages of transportation and group excursions, the Customer must follow the instructions of the group leader (tour leader, guide, accompanying person), respect the interests of other tour participants.
- 2.3.10 The Customer bears full responsibility for any actions of all tour participants specified in the Application starting from the moment the Application is submitted, meanwhile the tour participants must comply with all requirements and follow the Customer responsibilities during the tour according to the terms of this Agreement.
- 2.3.11 If there are any claims or complains to the quality and quantity of services during the trip, the Customer must present his/her claims in writing or orally to the accompanying guide or tour operator, so all the claims can be resolved immediately.

#### 3. APPLICATION

Application for a tour package is an obligatory document that can be sent in any form convenient for the Customer – via website www.ToursToUzbekistan.com, request to the Tour Operator's email address, by phone or directly at the Tour Operator office.

- 3.2 The customer must provide the following information to complete the Application:
- A scanned copy of the passport in good quality (page with photo and registration, series, passport number and date of birth);
- Address of residence;
- E-mail address;
- Contact number;
- Other documents (if necessary).
- 3.3 Tour Operator has the right to request additional information from the Customer if necessary. In case the Customer has not provided full information necessary to follow the terms of the Agreement, the Tour Operator is not responsible for the provision of services.
- 3.4 The Customer is responsible for the timely provision of necessary documents and presenting the accurate and valid information in the Application.

## **PAYMENT**

- 4.1 The cost of the tour package, tour itinerary, conditions and necessary information about the tour are presented after receiving an Application from the Customer. Signing this Agreement, the Customer provides all the necessary information to enable booking services and undertakes to make an advance non-cash payment for the tour package by transferring the pre-payment to the current account of the Tour Operator or by paying through the website.
- 4.2 Sending the Application and booking the tour services, the Customer undertakes to pay a deposit of 15% of the tour cost, but not less than 250 US dollars or in other currency in equivalent to the amount, not later than 60 days before the starting date of services provision. The specified amount is a deposit to the full payment for the Tour Operator's services.
- 4.3 In case of cancellation, the tour services during the stage of discussing and booking the services, the deposit is non-refundable. The Tour Operator reserves the right to reconsider this term.
- 4.4 On the day of full payment for the tour package, the tour price may be subject to change according to the up-to-date currency exchange rates, additional rates, obligatory fees or taxes on transport, hotel and other services; therefore, the Tour Operator reserves the right to increase the cost of the tour package, but not more than 15%. The Tour Operator informs in writing of any changes in cost and reasons for price fluctuations to the Customer's e-mail.
- 4.5 The Customer payment obligations are considered complete from the moment the Tour Operator receives 100% of the tour prepayment to the current account according to the Application.

## **CANCELLATION**

- 5.1 If the Customer has not made full pre-payment for the tour package or in case of refusal to follow the terms of this Agreement, the Customer must pay the Tour Operator the following cancellation fees:
- Cancellation 45 days before the starting tour date the amount of the tour deposit (as per larger amount).
- Cancellation 30-45 days before the starting tour date 25% charge of the tour price or the tour deposit.
- Cancellation 15-29 days before the starting tour date 50% charge of the tour price or the tour deposit (as per larger amount).
- Cancellation 7-14 days before the starting tour date 75% charge of the tour price or the tour deposit (as per larger amount).
- Cancellation 3-6 days before the starting tour date 90% charge of the tour price or the tour deposit (as per larger amount).
- Cancellation 2 days before the starting tour date 100% charge of the tour price.
- 5.2 The above specified cancellation fees can be changed on an individual basis.
- 5.3. If the amount of actual expenses because of cancellation by the Customer is higher than the minimum amount of cancellation fees, the Tour Operator has the right to claim the fine according to the actual expenses amount. The Customer undertakes to compensate the expenses indicated by the Tour Operator, according to the terms of this Agreement.

#### 6. PARTIES RESPONSIBILITIES

- 6.1 Tour operator responsibilities
- 6.1.1. For fulfilling Tour Operator obligations according to the current legislation of the Republic of Uzbekistan, the terms of the tour program chosen by the Customer and the conditions of this Offer, providing update information on the booking status of the tour to the Customer.
- 6.2 Tour Operator is not responsible for:
- 6.2.1. The improper rendering the tour services and failure to fulfil the obligations as per Agreement if the Customer provides untimely, inaccurate or false information in the Application and documents package;
- 6.2.2. If the Customer does not use the tour services and does not inform in advance about cancellation from Customer side, in case of tour cancellation because of no show from Customer side;
- 6.2.3. For the delay and / or cancellation of flights and trains, actions of other passengers, employees of airports, railway stations, and hotels;
- 6.2.4. for the actions of Embassies, Consulates when applying for visas, collecting consular fees;
- 6.2.5. for changes in the excursion program due to the temporary blocking of access to some sights due to the government decrees and actions, change of the guides, etc.;
- 6.2.6. for compensation of damage in hotels, transport, public places or historical sites if the Customer caused the damage;
- 6.2.7 discrepancy of the tour services quality provided by Tour operator and subjective assessment of the Customer.
- 6.3. Customer responsibilities
- 6.3.1. The customer is obliged to compensate full amount of damage and losses in case of violation of the norms and rules of conduct while traveling in hotels, transport, historical sites.
- 6.3.2. The customer bears all the expenses on his/her behalf in cases of deportation, violation of the visa regime, lack of documents necessary for staying in the territory of Republic of Uzbekistan / the country of temporary stay, and other migration situations.

## 7. ARGUMENTS RESOLUTION

7.1 In case of any arguments and claims regarding the quality of the tour services appear, the Customer must contact Tour Operator to eliminate the inconveniences.

Tour Operator must respond to a claim not later than 10 working days from receiving a claim from the Customer. Must negotiate must negotiate on issue with mutual respect and reach agreement on the claim following the terms of this Agreement.

7.2 For all other issues not provided in this Agreement, arguments will be solved according to the current legislation of the Republic of Uzbekistan.

## 8. FORCE MAJEURE

- 8.1 Tour operator or Customer are not responsible for full or partial failure to fulfill the obligations of this Agreement due to force majeure consequences such as war or military actions, earthquakes, floods, fires and other natural disasters; and other situations when regardless the will or actions of Tour operator and/or the Customer it is impossible to implement the terms of the Agreement from one or both parties.
- 8.2 The Party that cannot fulfill the obligations due to force majeure must immediately inform the other Party.
- 8.3 If the Tour operator cannot provide the tour services due to force majeure, the Tour Operator provides the Customer with the opportunity to use similar tour services some other time convenient for the Customer. The Customer reserves the right for a refund of the pre-payment with compensation of the actual administrative expenses to Tour Operator.

## 9. OFFER/ AGREEMENT VALIDITY

9.1 The Agreement comes into force from the moment of signing the Agreement (acceptance of the offer) and is valid until the end of the tour services.