

## TOURISM SERVICES AGREEMENT

No.....dated.....

Entered into by:

ACTIVE TRAVEL S.R.L., J08/2287/2007, tax identification number RO22299494, located in Brasov, Diaconu Coresi street no. 2, through its special representative Marian TIRLA, postal code 500025 tel. 0040268321515, fax. 0040268331515, e-mail [office@activetravel.ro](mailto:office@activetravel.ro)

and

.....personal digital number.....resident of .....,  
postal code.....tel..... e-mail .....

Following the free negotiations between the parties we entered into this Agreement in accordance with the clauses below which represent the whole understanding of the parties and replace any previous verbal or written agreement:

### Part 1:

#### SPECIAL CONTRACT TERMS :

##### Article 1. The main specificities of travel services:

- (i) The travel destination(s), the itinerary and periods of the stay with the related dates and, if accommodation is included, the number of nights included;
- (ii) The means of transport, characteristics and categories, places, dates and times of departure and return, durations and locations of intermediary stops and of transport connections. If the exact time is not yet known, the organising travel agency and, depending on the case, the intermediary travel agency inform the traveller about the approximate departure and return times;
- (iii) The location, the main specificities and, depending on the situation, the tourist category of the accommodation units in accordance with the rules applicable in the country of destination;
- (iv) The meals offered;
- (v) The visits, excursions or other services included in the total agreed package price;
- (vi) Any travelling service shall (not) be provided to the traveller as part of a group: YES/NO  
Approximate size of the group ( if applicable);.....
- (vii) If the Traveller's possibility to depend on other tourism services depends on actual oral communication, then the language in which such services are to be provided;
- (viii) The situation when the trip or the holiday is generally adapted to people with reduced mobility and, at the Traveller's request, accurate information about the adequacy of such trip or holiday, taking into consideration the Traveller's needs.

**Article 2.** Total price of tourist package: .....EURO

**Article 3.** Method of payment of such price.

Advance payment:.....until.....

Instalments:

1.....until.....

2..... until .....

Currency

RON/EUR/USD

Penalties :

Commissions:

Rates:

Additional costs foreseen:.....

Likelihood of additional costs which are not foreseen on the Agreement Date:

**Article 4.** The following clause (does) not apply to this Agreement:

In order for the services of the tourist package described in article 1 to be rendered, a minimum number of ..... people must register until ..... If such number is not reached until the date set, the Agency has the right to inform the Traveller that the Agreement is terminated; in this case, it shall reimburse to the Traveller directly or in the following bank account ..... all the amounts perceived as advance payments within 5 working days since such notification.

**Article 5.** Special requests of the Traveller, accepted by the Agency:

.....

**Article 6.** The Agency is liable for the performance of its obligations in accordance with the provisions of the Romanian law and the Traveller will enjoy the rights set forth in Annex ..... to this Agreement, i.e. the informative annex.

**Article 7.** In the unlikely event that the Agency should not fulfil its obligations to the Traveller for reasons of insolvency, the Traveller benefits from the protection granted by the Romanian law in cases of insolvency. To benefit from insolvency-related assistance which includes, depending on the case, the provision of similar services, reimbursement and/or repatriation or other services in accordance with the law, **the Traveller shall contact the Agency's insolvency insurer:**

**City Insurance**

Bucharest – Head Office

Address: str.Emanoil Porumbaru, nr.93-95, sector 1, CP 011424

Telephone: 004021.231.0090, 004021.231.0079

Fax: 04021.231.0442

E-mail: office@cityinsurance.ro

**Article 8:** For unaccompanied minors:

A. The minor's identification details:

.....

B. The identification details and contact data of the person accompanying the child during the holiday:

.....

Mobile phone:.....

Other phone:.....

Email of accompanying adult:.....

Mobile phone of the agency:.....

C. Special power of attorney or legal document certifying the right to accompany the minor:

.....

**Final clauses:**

By signing this Agreement, the Traveller (depending on the case, the legal representative of the Traveller) declares having acknowledged and understood the rights and obligations triggered by this Agreement and that s/he undertakes to exercise such rights and obligations in good faith, having acknowledged and understood its contractual clauses which were explained to him/her by the Agency prior to signing this Agreement, both the general and the special ones.

This Agreement is governed by the Romanian law.

This Agreement was concluded at ..... this day of ..... in two originals and the parties certify by signing that they each took possession of one such original.

This Agreement was signed at ..... this day of ..... in two originals; through their signature, the parties certify that they each took possession of one original.

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## **2<sup>ND</sup> PART: GENERAL TERMS OF CONTRACT:**

*Preamble. The meaning of certain terms and expressions:*

- i. The Traveller is the individual who benefits from this Agreement.*
- ii. The Agency is the underscribed travel agency which signs this Agreement.*
- iii. Stay: total duration of this Tourism Services Agreement*
- iv. "Services package", "tourist package" or "package" refers to all tourism, travelling or accommodation services as well as assistance, information, entertainment, cultural activities and so on as covered by this Agreement.*
- v. Traveller in distress: A traveller who finds it impossible to continue her/his stay or, when the return transportation for the end of the stay was contracted, impossible to return from such stay as agreed in the Agreement because of unforeseen, unavoidable and extraordinary circumstances which cannot be blamed on the Traveller.*
- vi. Lasting format is any written format that allows for the long time identification of the will expressed by the Traveller or the Agency.*

### **I. Identification data. Documents:**

Throughout their entire stay, the Travellers shall carry with them valid identification documents, travel documents, passports and any other legal documents allowing them to stay in Romania. The Agency is not liable and shall not be held accountable for any expense related to the interruption of the Travellers' stay, their repatriation or expulsion or any other measures that the Romanian authorities might take in case of a missing valid travel document.

### **II. Price**

Prices may only increase as a direct consequence of changes linked to at least one of the following aspects:

- a)** The price of the passenger transport that results from the cost of fuels or of other sources of energy;
- b)** The level of fees or commissions applicable to travel services included in the Contract, imposed by third parties which are not directly involved in the execution of the package, including tourist fees, landing fees or boarding and no boarding commissions in ports and airports;
- c)** The exchange rate that's relevant for the respective package.

The increased price shall be notified to the Traveller at the addresses mentioned in the Agreement at least 24 hours before the beginning of the stay and shall be collected at the beginning of the stay or, depending on the case, upon the payment of the last instalment of the price if such payment is done before the beginning of the stay.

If the price increase exceeds 8% of the total tourist package price, the Traveller is allowed to give up the stay with no penalty and be reimbursed in full.

### **III. General information with regard to passport and visa requirements:**

.....  
The Agency is not liable if the Traveller does not get a visa when such visa is necessary in accordance with the laws of Romania and the European Union and also whenever the Romanian authorities do not allow the entrance or presence of such Traveller on the territory of Romania for the duration of their stay.

### **IV. Withdrawing from the Agreement:**

The Traveller may withdraw from the Agreement at any moment but s/he must notify the Agency about the termination of the Agreement at least 24 hours before the start of the actual stay. If the Agreement is terminated unilaterally without the Agency's fault, the Agency shall perceive the following penalties:

30% of the value of the tourist package if the withdrawal is notified to the Agency 40 days before the start of the stay;

50% of the value of the tourist package if the withdrawal is notified to the Agency 39 days before the start of the stay but no later than 30 days before the start of the stay;

100% of the value of the tourist package if the withdrawal is notified to the Agency with less than 29 days prior to the start of the stay;  
The Agency shall not bear the Agreement termination costs when the Traveller withdraws at their own initiative without the Agency's fault.

#### **V. Optional travel insurance:**

The Agency recommends the Traveller to purchase an optional insurance to cover the costs incurred with the termination of the Agreement by the Traveller, including repatriation fees in case of accident, illness or death.

#### **VI. Partners and recommended travel insurance policies:**

The Parties explicitly agree that the above mentioned data are given as a recommendation and that the Agency does not force the Traveller in any way to sign an (optional) travel insurance with the above mentioned insurers or under the above mentioned terms.

#### **VII. Repatriation**

The Agency shall not bear the costs and fees for the repatriation of the Traveller in case of accident, illness or death.

#### **VIII. Sports and recreational activities:**

When the stay includes sports and recreational activities that imply risks (sports, rafting, sailing, climbing etc.) the Agency does not take responsibility towards the Traveller, their family or other individuals or entities for the events/accidents that may occur nor is the Agency liable to pay any compensation for the occurrence of such events/accidents. The Traveller shall participate at these activities based on the standard form attached to this Agreement signed on their own responsibility by the Traveller, whereby s/he certifies that s/he is medically fit, prepared and trained to carry out such activities.

#### **IX. Medical events:**

The Agency is in no way liable for any health-related problems that the Traveller may experience during their stay or for the medical care that the Traveller may need during that period. The Agency informs the Traveller that in order to benefit from medical assistance in Romania, the latter must have a health insurance like in any other EU Member State and carry with them the European Health Insurance Card or another valid document recognised by the Romanian law that proves that the Traveller has health insurance or, in the absence of such documents, the proof of having signed a health insurance policy that's valid during the stay. In the case of health events that put the Traveller in distress, the Agency shall assist the Traveller in accordance with article 11 of the Agreement.

#### **X. Irregularities. Remedies. Compensation:**

The Traveller must communicate to the Agency any irregularities found in the services package / during their stay and the Agency may take, depending on the facts, the following remedies:

A. If one of the travel services is not performed in accordance with the agreement on the travel services package, the organising travel agency remedies the irregularity with the exception of one of the following cases:

- a) the irregularity cannot be remedied;
- b) the remedy implies disproportionate expenses taking into account the size of such irregularity and the value of the travel services affected.

If the organising travel agency does not remedy the irregularity in accordance with paragraph A points a) or b), the provisions of paragraph B apply.

Without prejudicing the above mentioned exceptions, if the organising travel agency does not remedy the irregularity within a reasonable deadline set forth by the Traveller, the Traveller may remedy the situation him/herself and ask for the necessary expenses to be reimbursed; such expenses cannot exceed 75% of the total cost of their stay. The Traveller must not specify a deadline if the organising travel agency refuses to remedy such irregularity or if an immediate remedy is needed.

When a significant part of the travel services cannot be performed as agreed in the travel services package agreement, the organising travel agency shall provide adequate alternative services at no additional expense to the Traveller so as to continue the stay; such services must be as similar as possible or better than the ones specified in the Agreement, also in the case when the return of the Traveller to the point of departure is not ensured as previously agreed.

If the suggested alternative services lead to a poorer quality package than the one from the travel services package agreement, the organising travel agency shall grant a proper discount to the Traveller.

The Traveller may only reject the suggested alternative services if they are not comparable to the ones agreed upon in the travel services package agreement or if the discount granted is inadequate.

If the irregularity substantially affects the performance of the package and the organising travel agency omits to remedy it within a reasonable time frame set forth by the Traveller, the latter may terminate the travel services package agreement without the payment of any termination penalties and, depending on the situation, may even ask for a price discount and/or compensation.

- If it is impossible to provide alternative services or the Traveller rejects the alternative services suggested, the latter is entitled, depending on the circumstances, to a price discount and/or to the payment of compensation in accordance with article 15, without the termination of the travel services package agreement.

- If the package includes passenger transport, the organising travel agency also ensures, only in the cases identified by the law, the repatriation of the Traveller with an equivalent transport, without any unjustified delays or additional costs to the Traveller.

- If it is impossible to ensure the return of the Traveller as per the travel services package agreement due to unavoidable, extraordinary circumstances, the organising travel agency shall pay the necessary accommodation fees, to the extent possible in an equivalent facility, for a period that cannot exceed three nights per Traveller. If the specific laws on passenger rights provide for longer periods applicable to the means of transport that are relevant for the return of the Traveller, then those periods shall apply.

- The above mentioned cost limits do not apply to persons with reduced mobility, as defined in article 2 point (a) of the Regulation (EC) no. 1107/2006 of the European Parliament and the Council of 5 July 2006 concerning the rights of disabled persons and persons with reduced mobility when travelling by air and to the persons accompanying them.

- The above mentioned cost limits do not apply to pregnant women and unaccompanied minors nor to persons who need special medical assistance, on condition that the organising travel agency had been informed in advance about their special needs, at least 48 hours before the start of the package.

- The organising travel agency does not have the right to invoke unavoidable and extraordinary circumstances to limit their liability in virtue of the above if the respective carrier cannot invoke such circumstances on the basis of the EU law.

B. Compensation equivalent to a part of the value of the stay but which cannot exceed three nights of accommodation if the stay exceeds three nights. If the stay does not exceed three nights, such compensation is set at.....

The Traveller is not entitled to compensation for damages if the organising travel agency proves that such irregularity occurs under the following circumstances:

- a) it may be blamed on the Traveller;
- b) it may be blamed on a third party that is not related to the provision of the travel services included in the travel services package agreement and is unpredictable or unavoidable;
- c) is caused by unavoidable and extraordinary circumstances.

#### **XI. Assisting the Traveller in distress:**

The organising travel agency gives proper assistance without any unjustified delays to the Traveller in distress, especially by:

- a) providing adequate information about health services, local authorities and consular assistance;

b) carrying out distance communications and supporting the Traveller in finding alternative travel solutions.

The organising travel agency has the possibility to charge a reasonable commission for such assistance if the Traveller is the one who caused the distress intentionally or by negligence. The commission cannot exceed under any circumstances the actual costs incurred by the organising tourism agency.

**Contact details of the Agency, in case of distress:** Mobile number 0040728804952, Address: str. Diaconu Coresi, nr. 2, Brasov, office@activetravel.ro

**For the optimum resolution of any distress situations that may occur, the Agency recommends the Traveller to save the contact details of the Agency in their phone or to copy them on paper so as to have them at hand all the time.**

## **XII. The transfer of the tourist package to another traveller:**

(1) The Traveller may transfer the travel services package agreement to a person who fulfils all the requirements applicable to the agreement after having notified the organising travel agency within a reasonable time frame prior to the start of the performance of the package, in a lasting format. Such notification is considered to have been sent within a reasonable time frame at least seven days before the start of the package.

(2) The transferor and the transferee are jointly liable for the payment of the balance and of all commissions, rates and additional costs generated by such transfer.

(3) If the tourist package is transferred to a different traveller, the additional transfer costs that the traveller has to pay jointly with the transfer beneficiary amount to..... .

(4) The organising travel agency gives the transferor proofs about any additional costs, commissions or other costs generated by such transfer of the travel services package agreement.

## **XIII. Indecent behaviour and behaviour contrary to good manners. Public order-related incidents:**

The Agency is entitled to interrupt the stay at any moment, without the payment of any reimbursement or compensation to the Traveller if throughout their stay, the Traveller displays a behaviour that is indecent, violent, injurious or contrary to good manners and causes a public scandal, discomfort or complaints from the other Travellers or any incidents related to public order, especially if such incidents are identified by state bodies.

## **XIV. Litigations. Settlement of litigations.**

### **A. Amiable solutions:**

Both parties agree to try and settle any dispute that might arise following the notification of any irregularity by the Traveller as per article X or any other dispute between the parties first by amiable means; only if the amiable dispute settlement procedure fails will they proceed in accordance with the provisions mentioned in the following paragraphs.

### **B. Alternative settlement of litigations:**

If the amiable dispute settlement attempt fails, as per paragraph A, in accordance with the EU law the Traveller may turn to the following alternative dispute settlement authority, that's reported to the European Commission:

### **The National Consumers' Protection Authority – The Alternative Dispute Settlement Directorate (Romania)**

NOTIFIED - (Date of notification: 2018-05-31)

#### **CONTACT DATA**

**Address:** Blvd. Aviatorilor nr.72, 011865 Bucuresti, România

**Contact information:** Email address: [dsal@anpc.ro](mailto:dsal@anpc.ro)

Website: <http://www.anpc.gov.ro/categorie/1271/sal>

Telephone: 0040213121275 Fax: 0040213143462

**C. Judicial settlement of litigations:** alternatively to the solution from point B, after the failure of the amiable settlement attempt from point A, the parties may turn to the competent courts of law from the seat of the Agency.

**Final clauses:**

By signing this Agreement, the Traveller (depending on the case, the legal representative of the Traveller) declares having acknowledged and understood the rights and obligations triggered by this Agreement and that s/he undertakes to exercise such rights and obligations in good faith, having acknowledged and understood its contractual clauses which were explained to him/her by the Agency prior to signing this Contract, both the general and the special ones.

This Agreement is governed by the Romanian law.

This Agreement was concluded on ..... this day of ..... in two originals and the parties certify by signing that they each took possession of one such original.

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