



CONTRACT № "Client –Contractor" «____»_____ 2021

Firm " _____ " hereinafter referred to as the Client, in person of the Director _____, on the one hand, and the Firm "Captain Plus", hereinafter referred to as the Contractor, in person of its General Director **George Shelia** on the other hand, enter into this Contract as follows:

1. Subject of Contract

1.1. The Client shall assign and the Contractor shall assume obligations regarding arrangement of accommodation, tourist trips and servicing of tourist groups and individual tourists sent by the Client to Georgia during the period from 01/07/2021 to 30/07/2021.

2. Undertakings of the Client

2.1. The Client shall furnish the Contractor with information on tourists required for organization of tourist trips such full name, birth date and year, date of arrival and departure, arrival and departure flight numbers, hotel names, number types, accommodation type, extra services via email or online no later than 7 days prior to intended journey. The Client shall be fully liable for false information.

2.2. The Client shall provide true information to the tourists on the hotel chosen by them, additional services, hospitality and accommodation conditions, customs carriage regulations and payment of baggage, etc.

2.3. The Client shall check availability of the sending tourists' foreign passports at closing the trip, as well as appropriately execute documents required for the Contractor to arrange hospitality of tourists.

2.4 The Client shall furnish the tourists with the Contractor's original vouchers. The vouchers issued without confirmation on acceptance and servicing of tourists shall in no way be accepted by the Contractor and all the liability in this case shall be borne with the Client.

2.5. The Client shall trace the current information received via email (or specified in online booking software) and changes on the Contractor's web-site. If the Client makes reservation in conflict with the presented price list or any other informative dispatch (changes in price, stop sales), the Client shall be fully liable for reservation's failure.

3. Undertakings of the Contractor

3.1. The Contractor shall, no later than 2 days from receipt of the Client's application for purchase of the tourism product, confirm the opportunity of presenting thereof and submit an invoice specifying the cost of the ordered hotel and other services. In case of failure to confirm the application the Contractor forthwith advise the Client to that effect and explore possible alternatives.



3.2. The Contractor shall ensure meeting and departure of the Client's tourists, as well as accommodation thereof in the confirmed hotel, provide services of the Russian-speaking guide. Additional services (change of suite types, if necessary, tours, excursions, vehicle lease, etc.) may be provided upon request of tourists and at an extra cost.

3.3. The Contractor's obligations referred to in Article 3.2 of this Contract shall take effect against payment of the application by the Client effected in timely manner and to the full extent as per the presented invoice (4.1.).

4. Payment Terms

4.1. Upon receipt of the Client's hotel reservation application by the Contractor, the Contractor shall present an invoice to the Client for the services rendered, considering the price list effective for that period. The Client shall be entitled to appeal against the invoice within three days upon receipt thereof. If no claims are filed, then the invoice shall be recognized on the Client's account and shall be paid till the anticipated arrival of tourists within the reservation terms.

4.2. The Client shall, no later than within 24 hours upon payment, confirm the fact of payment by providing the payment order to the Contractor or swift, or transferring the copy thereof via facsimile. The payment order shall provide for the full name of the tourist (tourists) in whose interests the Client operates.

4.3. If no payment is effected no less than 72 hours before commencement of the tour, and if the Client violates the payment terms set forth in this Contract, the Contractor shall be entitled to cancel the reserved tour and impose penalty provisions to the Client in line with Article 5.1 of this Contract.

4.4. Mutual settlement balances shall be verified on a regular basis to avoid creation of arrears on the Client's account.

5. Liability of Parties

5.1. If the Client cancels or modifies reservation within the matured release period (release period – effective terms of penalty sanctions for cancelling or modification of the reservation, release periods are different in each hotel and are referred to in the price list), the Client shall pay to the Contractor a penalty in the amount of the cost of 3 days till the overall cost of the accommodation (the volume of penalty provisions in view of each hotel shall be specified in the price list, in the field 'no show').

5.2. If the tourists failed to arrive to the hotel within the anticipated term through the Client's fault, and if the Client fails to send a warning notice to the Contractor on waiver of the tourists regarding the reservation, suspension of the entire group of tourists or a part thereof from the journey due to inaccurately executed documents through the Client's fault, violation of the customs regulations through the tourist's fault, then penalty provisions shall apply to the Client in the amount of the total approved reservation.



6. Miscellaneous

6.1. The Contractor shall not be held liable for the obligations assumed under this Contract and for default thereof if caused by the Force-Majeure events such as fire, flood, earthquake, military activities and consequences thereof, etc.

6.2. In some cases (resale by hotels entailing inability of checking into this hotel) the Contractor shall be authorized to replace the tourist services (reserved hotel of accommodation) with the services of the same class and category (the hotel of the same price category) or, if applicable, provide services of higher class to the Client's benefit (the hotel of the higher price range) without any prepayment by the Client and maintaining all the additional reserved services.

6.3. All disputes and controversies arising during cooperation after signing this Contract and in connection therewith shall be resolved by the parties through negotiations. If the parties fail to settle the disputes through negotiations, the disputes shall be submitted to the arbitration at the place of jurisdiction of the Contractor (Republic of Georgia). The award delivered by the Georgian arbitration shall be final and binding upon both parties.

6.4. The Contract shall be valid within a year. The Contract shall take effect upon signing thereof by the parties.

6.5. This Contract may be terminated by either party by sending a written notice to the Management of the other party provided that financial settlements have been finalized and the mutual undertakings have been performed till termination of the Contract.

6.6. This Contract is made in two originals signed by both parties.

FOR THE CLIENT:

FOR THE CONTRACTOR:

Captain Plus LTD

Str. Broset N-2

Index: 0101

Tbilisi, Georgia

Phone: + 995 322 424040

Mob: +995597007233

E-mail: sales@Captain.ge

General Director of "Captain Plus":

George Shelia _____

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