

## CONTRACT FOR TOURIST SERVICES

The “\_\_\_” day of \_\_\_\_\_ 2016

**Tour Operator “Altai Tour”**, having its legal address at Ulgii city, Bayan-Ulgii Aimag, Mongolia and operating in accordance with state license 2003635 issued on the 25<sup>th</sup> of August 2005 by Government of Mongolia hereinafter referred to as “**Tour Operator**” from one part and \_\_\_\_\_, hereinafter referred to as “**Tourist**”, operating on its own behalf and/or on behalf of the persons specified in p. 1.2 of the Contract, from the other part, both separately or together referred to as “Party” or “Parties”, have concluded this Contract for tourist assistance services (hereinafter referred to as “Contract”) as follows:

### 1. SUBJECT OF CONTRACT

1.1. The Tour Operator undertakes to render to the Tourist a package of services (hereinafter referred to as “Tourist Product” or “Tour”) specified in p. 1.2 of this Contract in accordance with Request (Order) of the Tourist in written form sent to him by facsimile or e-mail in exchange for payment established in the Contract.

1.2. The Tourist Product provided under this Contract shall include following services (must be filled when confirmed by Tour Operator):

Names of tourists, number of persons:	
Accommodation:	
Category, type of room:	
Date of arrival, departure	
Meal:	
Extra services:	

### 2. COST AND PAYMENT

2.1. Cost of the ordered Tourist Product makes \_\_\_\_\_ dollars including 10% VAT.

2.2. The payable amount is established in accordance with prices of the Tour Operator. When payment is made in USA dollars, euros (for nonresident of Mongolia), the cost of the Tourist Product is fixed according to the prices of the Tour Operator considering the exchange rate of the National Bank of Mongolia to the date of payment plus 1,5%. The payment shall be made upon the invoice of the Tour Operator. The currency of the payment must be selected by the Tourist before signature of this Contract and/or issuance of the invoice.

2.3. The overall payment shall be made within 3 (three) bank days after signature of this Contract. When the ordered Tourist product fails to be paid or is unduly paid, the Contract shall be considered null and void and the Tourist’s request cancelled. Then, the Tourist must reimburse the Tour Operator for his expenses under this Contract and/or the Request (order) of the Tourist.

2.4. The payment shall be made by cash or transferred to the account of the Tour Operator. The payment date shall be considered the day on which the sum will be credited to the Tour Operator’s account.

2.5. Any changes of the cost of the Tourist Product fixed in p. 1.2. of the Contract after its conclusion are possible under seriously changed conditions only, like substantial deterioration of travel conditions, alteration of terms, unforeseen increase of transportation fares, increase or adoption of new tax rates, fees or other compulsory payments, dramatic fluctuations of the national currencies exchange rates and any other conditions stipulated in this Contract. Any changes in cost are possible no less than 10 days prior to the beginning of the tour if its duration is more than 10 days, no less than 5 days prior to the beginning of the tour if its duration is 2-10

days, no less than 48 hours prior to its beginning if its duration is 1 day. In case of increase, the cost indicated in p. 2.1 of this Contract shall not be exceeded more than by 5%. The extra payment shall be made within one bank day from the day when the notice about increase is received. In case of increase of the cost indicated in p. 2.1 more than by 5% the Tourist shall be entitled to refuse the execution of this Contract with the Tour Operator being obliged to return him all received earlier payments excepting booking expenses.

2.6. If the Tour Operator fails to render the ordered Tourist Product to the Tourist he is entitled to provide him with the equal Tourist Product or that of the higher class.

### **3. RIGHTS AND OBLIGATIONS OF PARTIES**

3.1. The Tour Operator hereby undertakes:

- To provide the Tourist with all necessary documents which confirm his status of a tourist and authorize him to be rendered with corresponding tourist services;
- To render the Tourist the tourist services under this Contract;
- Before conclusion of this Contract to inform the Tourist about:
  - general requirements to all necessary documents (passport), entry/exit visas, time of processing of the documents;
  - medical warnings against the trip, including contraindications in case of some diseases, physical conditions or disadvantages, age of tourists;
  - the Tour Operator, his location, mailing address, registration, certificates and other information according to consumer protection laws;
  - financial guarantee of the Tour Operator in the event of their insolvency or failure (bankruptcy) and credit institution which submitted the guarantee;
- On request of the Tourist provide the additional information concerning:
  - program of travel;
  - characteristic of transports, including their kind and category, connecting flights and other important information provided by codes and rules on transport (if transportation is provided as part of the tourist services package);
  - hotels and other places of accommodation (their location, classification in accordance with legislation of places of temporary stay, confirmation of correspondence to the declared hotel services standards, rules of temporary stay, terms and conditions of payment for hotel services and other important information in accordance with Law of Mongolia "On tourism" and other regulations (if hotel services are part of tourist service package);
  - local customs, historical, cultural and natural monuments and other sights which are under special protection, as well as environmental, sanitary and epidemiological conditions;
  - rules of entry in country (place) of temporary residence and staying there;
  - type of boards or meals during the trip;
  - excursion services, meetings and see-offs, guide assistance;
  - date and time of the beginning and termination of tourist services and its duration;
  - minimum number of tourists in group, terms of cancellation of the trip in connection with insufficient size of the group;
  - insurance company which insures against risks connected with rendering of tourist services, premium payments, policy provisions;
  - cost of tourist services and payment conditions;
  - location of the body (bodies) authorized by the Tour Operator for receiving reclamations, addresses and telephones of Mongolian diplomatic representatives in the country of temporary stay or local offices which can be addressed in case of emergency;
  - obligatory medical and accident insurance which can be provided on the basis of the agreement. The Tourist shall be entitled to conclude the insurance agreement by his own forces;

- by all possible and ponderable means which appertain to the Tour Operator contribute to security of the Tourist in accordance with laws of Mongolia on tourism.

3.2. The Tourist hereby undertakes:

- To make payments for the tourist services in proper time in pursuance of p. 2.3. of the Contract;
- To come to the place of meeting of the group in proper time;
- To provide the Tour Operator with correct information about facts of violence of laws, custom or visa requirements by the Tourist and/or persons who are traveling with him, if this facts took place in the past;
- To meet requirements of the current laws of Mongolia on border-crossing, rules of staying in country of temporary stay, customs and traditions of the local population, custom requirements and rules of entry/exit from the country of temporary stay, not to break the public order and legality in the country of temporary stay, observe internal regulation and fire safety rules in places of location and staying;
- In case of cancellation of the Contract prior to the trip, to cover actual expenses of the Tour Operator;
- To compensate to the Tour Operator for all damages caused by his illegal actions or those of persons who are traveling with him;
- At his own expenses to recover damages caused to the providers of accommodation, meal, delivery etc. included in the package of tourist services;
- To pay fully and in proper time for extra services in places of accommodation and staying;
- If conditions of the tour are inadequate to provisions of this Contract, to inform the Tour Operator no more than 14 days after the end of the tour by claim in writing. The claim must be attached to the report of representative of the provider of services and a copy of this Contract as well as other proofs of the inadequacy of conditions of the tour to provisions of this Contract;
- In case of cancellation, to return to the Tour Operator the documents which confirm his status of a tourist, the insurance policy and other documents authorizing him to be rendered with corresponding tourist services.

3.3. The Tour Operator shall be entitled to:

- seek damages caused by the Tourist in full;
- change order of the excursions, entertaining activities and cultural events.

3.4. The Tourist shall be entitled to:

- be rendered with the tourist services in accordance with this Contract;
- be provided with correct and complete information on the Tourist Product, the Tour Operator according to this Contract and the existing laws of Mongolia .

#### **4. LIABILITIES AND LIABILITY EXEMPTIONS**

4.1. In case of failure to execute this Contract by the Tour Operator, the Tourist shall be entitled to claim for return of his payments for non-rendered services providing that the p. 3.2. of this Contract is observed.

4.2. In case of refusal to execute this Contract by the Tour Operator, the Tourist shall be entitled to seek payment of the proved damages caused by the cancellation of the Contract unless it happens through the Tourist's fault.

4.3. If the Tourist cannot undertake the travel over unduly or untimely processed documents or/and issued visas, he shall be charged with all expenses connected with the travel and cancellation.

4.4. In case of insured accident the Tourist shall be entitled to claim damages against the insurance company in accordance with the insurance policy.

4.5. The Tour Operator shall be uncharged from responsibilities and indemnification, if the Tourist do not make use of all or a part of paid services or exceed the scope of services stipulated in this Contract voluntary or deliberately;

4.6. The liabilities of the Tour Operator are excluded in cases of cancellation of carriage or modifications in timetable of the transports and following changes in scope and terms of the tour.

In those cases the airlines and other transport companies and third parties shall be liable in accordance with rules of carriage of passengers and legislation. The tickets for flights are not subject of refunding when the Tourist cancels the tour.

4.7. Safety of luggage, values and documents of the Tourist during all period of the tour are not subject of responsibility of the Tour Operator.

4.8. The Tour Operator is not liable when the Tourist are prohibited by the responsible authorities or officials from entry or exit because of violation of legal order by the Tourists or other reasons which are beyond the scope of responsibilities of the Tour Operator.

4.9. If p. 2.1, 3.2. of this Contract are unduly observed by the Tourist, the Tour Operator shall not be liable for incomplete or untimely execution of this Contract.

4.10. The liability of the Tour Operator do not exceed double cost of the Tour Product.

4.11. The Tourist is entitled to annul the Contract prior to beginning of the travel as long as he refunds actual expenses to the Tour Operator for actually rendered services, in particular the booking expenses. The notice of withdrawal must be completed in writing.

4.12. The Tourist will be released from the penalties when he cancels the tour at least 50 days prior its beginning. Then, the Tour Operator repays him the cost of the tour.

- If the Tourist cancels the tour 30 days prior its beginning, the payment under p. 2.1 of this Contract will be refunded with the penalty at the rate of 25% being imposed.

- If the Tourist cancels the tour 20 days before its beginning, the payment under p. 2.1 of this Contract will be refunded with the penalty of 50% of the cost of the tour being imposed.

- If the Tourist cancels the tour least 10 days before its beginning, the payment under p. 2.1. of this Contract will not be refunded (the penalty of 100% of the cost of the Tour Product being imposed).

4.13. When the Tourist intends to travel in group but the minimum number of tourists in the group occurs to be insufficient for undertaking the travel, the Tour Operator shall be entitled to cancel the Contract with no indemnification provided that the Tourist is notified about his decision at least 0 days prior to beginning of the tour. Then, the booking expenses and the cancellation fee shall not be imposed on the Tourist.

4.14. If the Tourist fails to fulfill obligation provided by p. 2.1, 3.2 of this Contract in time, the conditions of the Request can be modified when mutually agreed by parties, unless the non-performance or untimely performance entail the impossibility for the Tour Operator to fulfill their obligations that means cancellation of the Request and implies consequences provided by p. 4.11, 4.12 of this Contract.

4.15. Any changes by the Tourist in the Request will be considered as cancellation of the previous Request and entail consequences provided by p. 4.11, 4.12 of this Contract.

4.16. The Tour Operator shall not be responsible for inaccurate rendering of extra services if they are paid on-site.

4.17. In case of violation of terms of the tour program and flight tickets by the Tourist, the Tour Operator shall not be not responsible for non-performance of his obligations under this Contract.

4.18. The Tour Operator is liable for quality of services provided under this Contract with such quality being established by this Contract, regulations and corresponding standards.

4.19. The Tourist is liable for providing the Tour Operator with the correctly proceeded authentic documents for organizing and undertaking of the travel.

## **5. FORCE MAJEUR**

5.1. In case of force majeure when execution of the obligation is impossible, namely: wars, nature disasters, strikes, terrorist attacks, epidemics, revolutions and other act of God which are beyond control of the Parties, in particular adopting of any law and/or other regulation banning or restricting any provision of this Contract, the Parties will be considered exempted from liabilities for untimely execution of their obligations under this Contract. The Party must advise the other Party in writing about beginning of such circumstances, their assumed duration and supposed

time of termination, within 3 (three) days after becoming aware of these circumstances. Terms and conditions of the tour will be postponed till the end of the force-majeur.

5.2. When the force-majeur lasts more than 3 (three) months, any Party is entitled to cancel the Contract unilaterally providing the reimbursement of actual expenses in connection with performance of its obligations.

## **6. APPLICABLE LAW AND ARBITRATION**

6.1. All possible disputes regarding performance of this Contract will be resolved by negotiations, should any amicable agreement be reached, the arbitration will be carried out in courts of corresponding jurisdiction.

6.2. Should any rebukes to the quality of the tourist service emerge, the Tourist should notify of it the Tour Operator and turn to official representative of the provider of services. If the disadvantage cannot be eliminated on-the-spot, the Tourist in cooperation with the representative of the provider of services draw up a detailed report on these disadvantages and undertaken measures to eliminate these defects. The report must be composed in three copies and signed by the Tourist and the representative. If the Tourist makes use of any proposed alternative service, the Contract shall be considered duly performed and any claims inadmissible. The claim in writing shall be admitted within 14 days from the end of the tour. One copy of the duly composed report and other supporting documents should be attached to the claim statement. Any unconfirmed and unilaterally composed claim shall be considered unjustified.

## **7. VALIDITY AND TERMINATION**

7.1. The Contract comes into force from the moment of its signature by the Parties.

7.2. The Contract shall be considered terminated when its provisions are fully executed by the Parties and by their mutual agreement.

7.3. Any Party shall be entitled to require amendments to the Contract or its cancellation prior to beginning of the tour resulting from serious alteration of its conditions namely:

7.3.1. Seriously deteriorated conditions of the tour and modification of terms;

7.3.2. Unforeseen increase of transportation fare;

7.3.3. Increase of current tax rates, fees and other compulsory payments as well as adoption of new payments;

7.3.4. Dramatic fluctuation of national currencies exchange rates;

7.3.5. Any other reasons in accordance with the Contract.

## **8. SPECIAL CONDITIONS**

8.1. If the Tourist concludes the agreement with the insurance company by his own forces, he shall be obliged to provide the Tour Operator with a duly authorized copy of the agreement which shall be attached to this Contract.

8.2. If the Tourist cannot be accommodated in the hotel or room which are indicated in the Contract, another hotel or room of the same or higher category shall be proposed to him without any extra payment.

## **9. FINAL PROVISIONS**

9.1. The Contract is made in two original copies in English (one copy for a Party). Both copies are authentic and have equal validity.

9.2. All amendments and addenda to this Contract shall be valid only if they are mutually agreed and composed in writing or the whole Contract is concluded anew taking in consideration p. 4 of the Contract.

9.3. The Tourist by his signature confirms that he is acting voluntarily and on his own free will, authorized to sign the Contract on behalf of all persons who travel with him, having been familiarized with conditions of rendering of the tourist services provided by article 20 of the Law of Mongolia "On tourism".

9.4. The Tour Operator acquaints the Tourist with information under this Contract by means of

---

The Tourist hereby confirms that he shall bear any risks in case of inability to be informed by means of the abovementioned communication facilities.

## 10. ADDRESSES AND OTHER INFORMATION

### **TOUR OPERATOR:**

#### **“Altai Tour”**

Ulgii city, Bayan-Ulgii Aimag, Mongolia

Telephone: + 976 99425987

Fax: + 97670422815

Payer of income tax on common basis

Certificate of VAT payer No 211001022

Taxpayer identification No 2003635

#### **USD currency account:**

Account No. 5809375074 in Bayan-Ulgii  
branch of the Golomt Bank

---

(Byekjan Kazbyek, director)

### **TOURIST:**

“Hereby confirm that all provisions of the Contract are agreed with me and all persons who travel with me, undertake to keep to the terms of the Contracts. I (we) are acquainted with all necessary, comprehensible and true information about conditions of the tourist services under the Contract ”

---

---

---