

## **Public offer agreement:**

### **GENERAL PROVISIONS**

This document is an official offer of El Tour Lda (Portugal) - hereinafter referred to as the "Tour Operator" for individuals and legal entities to conclude an agreement for booking tourist products on the conditions specified below and is published on the website <http://eltour.travel/>. This Agreement is an Accession Agreement. The fact confirming the acceptance of the conditions set out below and the acceptance of this public offer is the sending to the Tour Operator of the Order for booking a tourist product and its subsequent payment.

An order for booking a tourist product refers to the execution of a document with its receipt. To the Tour Operator on the website (<http://eltour.travel/>), after making an order using the ordering systems, all information provided in the Ordering System constitutes an essential contract between El Tour Lda. meeting and / or other persons for whom the booking of tours occurs.

#### **1. TERMS AND DEFINITIONS**

1.1. For the purposes of this Agreement, the following terms and definitions are permitted:

The author of the analysis process on the server of the Tour Operator, entered by the User of useful data (information used to detect the alleged identification), the results of which determine whether the client has the rights to receive services and / or use the user interface.

An analogue of the actual manual subscription, ASP is a combination of the risks of using the User's data in the form of login and selection, eliminating the exclusion of the need and using them to recognize them as an unambiguous and indisputable confirmation of the receipt of results, occurrence, orders and use on behalf of the User.

**Agreement** - the present party to the agreement on all essential conditions for the provision of services in the form of a public offer, further unconditionally accepted by the consumer of services in full due to its acceptance. This Agreement is a multilateral transaction consisting of an accepted public offer and its integral parts in the form of applications, agreements, regulations and officials posted on the Site.

Other tour operator - an individual or legal entity engaged in Tour Operator activities

**Client** - an individual or legal entity concluded with the Tour Operator of this Agreement on the history of the order system by accepting a public offer, expressed in the performance of actions expressing his will to establish a legal relationship

**Payment** - the allocated funds transferred by the User of the Tour Operator at the choice of the tour.

**User** - an individual who has reached the age of eighteen and has concluded this Agreement on the history of the system with the Tour Operator by accepting a public offer, expressed in the performance of actions expressing his will to establish a legal relationship.

**User interface** - part of the ordering systems available for use via the Internet after registration, identification and authorization using a self-written subscription. Identification and authorization data for access to a special user interface requiring high significance and required in the form of a login and password.

Rules for using the Ordering System - recommendations and recommendations on online booking systems posted on the Site.

Registration is the User's action to provide selective data, which allows to establish/confirm the fact of detection of this place of collection and use of groups of orders.

**Site** - an information resource registered on the Internet at: <http://eltour.travel/>

**Order System** - an electronic register of the occurrence, change or termination of mutual rights and obligations under this Agreement. The ordering system allows you to search and order for booking tours by compiling and transmitting Client notifications and orders over the Internet. Ensuring the operation of the Order System and the provision of paid services for accounting for the mutual obligations of the parties and the currency of their expression are carried out by the Tour Operator.

The tour operator is El Tour Lda, registered in the Republic of Portugal- Rua das Mercês nº 41 9000-224, Funchal - Ilha da Madeira - Portugal in accordance with outside the Republic of Portugal and worldwide promotion and implementation activities Tourist product.

**Tour operator activity** - activities for the formation, promotion and sale of the Tourist product, Sunday Tour Operator and / or Other tour operator.

**Tours** - travel services, the description of which is observed on the Site, offered to Users.

**Services** - services for booking a Tourism Product, as well as consulting and information services for tourism services.

## **2. SUBJECT OF THE CONTRACT**

2.1. The subject of this Agreement is the Tour Operator of the User of the Services, including services for booking the Tourist Use of the Product

"Systems for online booking of goods with remote service via IP networks", as well as information and consulting services for tourism services.

## **3. TERMS AND CONDITIONS OF BOOKING SERVICES**

3.1. The conclusion by the User of this Agreement with the Tour Operator was carried out by accepting a public offer for the consistent performance of subsequent actions expressing the revolutionary establishment of a legal relationship:

3.1.1. Familiarization of the User with offers for Tours, with the price list and terms of the Agreement posted on the Site;

3.1.2. Registration of the User on the Site, in case the User selects a certain Tour, and sending the Booking Order to the Tour Operator, the established form assigned on the Site, which is an integral part of this Agreement. At the same time, when registering, the User provides personal data: last name, first name, gender and date of birth, e-mail, phone. The Parties agreed that the email used his email/Client, the login and password are recognized by the unprecedented Agreement as an unambiguous and controversial confirmation of the fulfillment of requirements, orders, safety and security.

3.1.4. Confirmation by the Tour Operator of the Booking Order and invoicing for services and payment terms;

The Tour Operator gives an answer to the User about the options for the buyers of the Services (Tour) in the "online" mode from the moment of receipt of the Booking Order. If it is impossible to choose a Tour protected by the User, the Tour Operator informs him about this and offers alternative options.

3.1.5. Booking of the Tour with the Tour Operator is made only after payment by the User, billed in accordance with this Agreement for payment. The Tour Operator, after receiving payment from the User, receives the order of the Tourist product selected and paid for by the User, in accordance with the accepted Booking Order, after which it confirms the User about the booking and confirms the Order for transfer to

the email address specified by the User of the confirmation letter with the transfer of information about the required package of documents for booking services.

#### **4. OBLIGATIONS OF THE PARTIES**

4.1. Upon payment by the User of the invoice issued by the Tour Operator and, if applicable, confirmation by the Other Tour Operator of the Booking Order for the Tour Product, the Tour Operator undertakes:

4.1.1. Book the Tour on its own behalf in accordance with the Booking Order received from the User and perform all other actions necessary for the User to obtain the right to the Tourist Product. At the same time, the Tour Operator is responsible for the correct execution and provision of documents confirming the booking and payment of the Tourist Product.

4.1.2. At the additional request of the User, preliminarily provide reliable information about the tourist result (duration of the tour, the order of meetings, seeing off, meetings), about the rules for entering / leaving the country (place) of temporary observation there, about the customs of the local population, about the consideration of rituals, sacred celebrations, monuments of nature, history, culture and other objects of tourist display, located under protection, the state of the natural environment. Information is provided to the e-mail address specified by the User.

4.1.3. Ensure that travel documents are sent to Users (purchase invoice, confirmation of availability).

4.1.4. In the event of a change in the trip program selected and paid for by the User of the Tour, promptly inform the latter (by e-mail, as well as by disseminating information on the Site).

4.1.5. In the event of cancellation of the Order for reservation of the amount of money to be returned to the User, subject to the conditions specified in clause 4.3.5 of this Agreement.

4.1.6. Specify the Services expressly provided for in the Agreement.

4.1.7. Inform the User about the rights and requirements for insurance of third parties (organization associated with special attention) affected by the participation of the Services, including the carrier, insurance company, host.

4.2. The tour operator is implemented:

4.2.1. Conclude agreements with six parts, including with other tour operators, on their own behalf, but terminated and on behalf of the User.

4.2.2. In case of non-receipt of funds to the settlement account / or cash desk of the Tour Operator, in accordance with the calculation, return in clause 5.4 of this Agreement, the Tour Operator implements the cancellation of the Booking Order by notifying the User of the cancellation of the order, along the route of such benefits to the email address specified by him.

4.2.3. In the event that the Tour Operator cancels the Booking Order at the initiative of the User, as well as if it is impossible for the User to obtain rights to the Tourist Product throughout, regardless of the Tour Operator, including in connection with the refusal of the embassy / consulate of a foreign state to issue visas, the Tour Operator may get to withhold actual expenses from the User, including penalties and other

forms of property ownership, to which the Tour Operator is involved at the request of third parties, including, but not limited to, in accordance with clause 4.3.5. actual agreement

4.3. The user undertakes:

4.3.1. To independently get acquainted on the Website of the Tour Operator with information about the types of Services (Tours), prices for them and the conditions for their delivery / provision.

4.3.2. On the full order in accordance with this Agreement, the Tourist Product and Services according to the invoice issued by the Tour Operator, taking into account the conditions provided for in clause 5.1 of this Agreement and, if necessary, send (to the email address of the Tour Operator or by facsimile) a document confirming the verification.

4.3.3. Special temporal coverage also includes reliable information about himself and/or persons, especially in relation to the services provided in accordance with the User's Booking Order.

4.3.4. The issued foreign passport and other documents required both by the User and we will turn to the person with it are of importance.

4.3.5. In case of refusal of the User from the booked Tourist Product or any changes in the composition of the Services included in the Tourist Product, the User undertakes to pay the actual expenses incurred by the Tour Operator in the amount specified in Appendix No. 1, which is part of this Agreement.

4.3.6. One day before the start of the departure of the Services, clarify information about the time and place of the start of the trip.

4.4. The user is using:

4.4.1. Refuse the Travel Goods booked in accordance with the Booking Order in compliance with the conditions of clause 4.3.5. actual agreement. Bookings and cancellations by phone or otherwise verbally will not be accepted. Until the confirmation of the Booking Order, the User chooses to edit (in carrying changes) the Booking Order in terms of the plant data of tourists, including their passport data, the duration of the Tour, the hotel. After confirmation of the Order by the Tour Operator or Other Tour Operator, all changes made are interpreted in accordance with clause 6.4. actual agreement.

## **5. PAYMENT PROCEDURE**

5.1. The User, after receiving from the Tour Operator confirmation of his Order for collection and the Invoice paid at the cost of the Tourist Product and Services, issued in clause 2.1. actual agreement. When booking a tourist product before the provision of services, the Consumer-Producer shall make an advance payment in the amount of 100% of the cost of the Tourist Product, including the services of the Tour Operator;

5.2. Prices for Tours, income on the Site are informational and may vary depending on complex orders. The final cost of the travel product and Solution Services ordered by the User after confirmation by the Tour Operator and/or Other Tour Operator of the Booking Order. After that, the Tour Operator issued an additional invoice for the difference between the final (actual) cost of the Tourist Product and the forecasted cost, the estimate in the partially invoiced

The value of the Tourist Products is estimated in euros.

5.3. Payment of invoices made in euros by transferring funds to the relevant settlement account of the Tour Operator indicated in its Invoice.

5.4. Payment for Invoices must be made by the User no later than 2 (two) working days from the moment of its issuance, unless another period is specified in the Invoice.

5.5. The User is advised to inform the Tour Operator about the series produced.

5.6. The obligation to sell single copies with the receipt of funds to the settlement account of the Tour Operator.

5.7. In the case of payment using bank cards, confidentiality is controlled. The User's data is not transmitted by the size of the surface and his decisions are valid in the Republic, only for those purposes that he uses on the market.

## **6. SPECIAL CONDITIONS**

6.1. When another tour operator uses the Services ordered and paid for by the User that enter the Tourist Product, and this User refuses the Tour, the Tour Operator returns to the User the entire cost of the Tourist Product.

6.2. In exceptional cases, the Tour Operator has increased the amount of the replacement of the Services in whole or in part (including replacing the hotel) upon detection of a class Y of a previously paid category or with the discovery of a higher class Services without increasing the payment, as well as when calculating the duration of the Tour. Such changes do not constitute changes to the Tour program.

6.3. The Tour Operator does not return the Services to the User if the User does not use it for any reason.

6.4. Editing, changing/replacing surnames, names of tourists, dates of birth, passport data, travel dates and/or booking another hotel after checking search queries with a new Booking Order. At the same time, the Tour Operator deals with the withholding of actually incurred expenses, including penalties and other cases of infection in accordance with clause 4.3.5 of this Agreement.

6.5. The Tour Operator does not assume responsibility for interruptions in the issuance of Services for online ordering of travel products with remote service via the Internet in the event of failures in relation to equipment that does not include the Tour Operator. The tour operator does not assume responsibility for the complete or partial interruption of the provision of services of the online request system Travel products with remote service via the Internet, related to the replacement of equipment, software or operations, the search for efficiency search queries and the justification of software and / or hardware .

6.6. The User assumes responsibility for the correctness and reliability of the calculations by e-mail sent to the Tour Operator by e-mail Orders to order, fulfillment of requirements, compliance with the requirements, regulations for the provision of Services and sent by the Tour Operator to the User by e-mail and / or observed on the Site, the correctness of the search for contact information , regions, in the regions incl. data passports, technical support of the conditions for registering the Service at the place of its actual provision.

6.7. The Tour Operator does not assume responsibility for the failure of the User to receive the Services if the sent case of the Assembly Order is not in the form, or the message is with technical violations, with errors in the addresses, or contains viruses, or is blocked by mail servers.

6.8. The tour operator did not find and did not take responsibility for the presence or correct execution of passports and other documents. In case of exclusion of border, customs authorities or other responsible persons, the tourist is denied the possibility of leaving (entry) from, the possibility of flying on an airliner of the country or staying in a booked hotel of his choice

- compliance with the requirements of documents (their execution);
- violation of law and order or causing disturbance to others;
- a state of alcoholic, narcotic and / or other intoxication or

- violation of other rules of social behavior,

The tour operator does not refund the cost of the tourist service, the case is replaced as a cancellation of the tour, the Tourist takes all additional costs and includes all damages arising from his illegal behavior.

## **7. FORCE MAJOR**

7.1. The Parties to the Agreement are released from liability for partial or complete improper performance or non-performance of obligations under the Agreement, if this failure was the result of force majeure or a mandatory nature (that is, presence for which neither party of the Agreement is responsible) discovered after its receipt, the parties could neither foresee nor prevent by reasonable measures. These implications include nature especially applies to emergencies, epidemics, earthquakes, hurricanes, storms, tsunamis, landslides, other natural disasters and cataclysms, infected wars and actions of any nature, floods, fires, abnormal natural phenomena, natural disasters, blockades, strikes, infiltration into nature or martial law, embargo, designation of any class, cancellation of bus, ferry and other transport control, fixed-route taxi, traffic on the roads, changes in customs and border regulations, actions of customs and sanitary control authorities, changes immigration policy, changes in legislation, acts or actions of state bodies of any countries, including the adoption of decisions and departmental decisions, recovery of penalties from the authorities of any countries of regulations that led to the impossibility of properly fulfilling the obligations of the Agreement of its obligations and other obligations, on the side of the Agreement does not production and production that make it impossible to manufacture.

On the occurrence (and extension) of the requirement, the Party, in connection with which the impossibility of fulfilling the obligation, is obliged to immediately notify the other Party. He is not entitled to an exemption from liability. The term for the fulfillment of obligations by the Parties is postponed in proportion to the time during which such processes will operate. If the changes continue for more than 14 (fourteen) days, all parties will be entitled to fulfill obligations.

7.2 The fulfillment of obligations by the Party shall be proportionally postponed for the duration of the force majeure and their consequences. If enforcement continues for more than 14 days, each of the parties to the Agreement will have the right to seek to fulfill obligations under this Agreement unilaterally. In this case, there is this Consumption Metering Agreement in turn for 10 days with the direction of one of the parties. In this case, none of the parties to the Agreement is entitled to compensation for the external possibility of damages.

7.3. The Party to the Agreement, due to which the impossibility of fulfilling obligations under this Agreement arose, is obliged to provide information about the occurrence and use of the use that impedes the fulfillment of obligations within 48 hours. Late receipt of the notice deprives the relevant party

7.4. The proper consequence of the initiation of criminal proceedings is the exceeding of the established time limit and their duration, in particular the verification of certificates issued by suspected cases of occurrence of countries.

## **8. TERM OF AGREEMENT AND PROCEDURE FOR ITS AMENDMENT**

8.1. The beginning of this Agreement is the receipt by the Tour Operator of the Application for registration from the User and the action until the fulfillment of all its obligations on demand.

8.2. This agreement may be terminated unilaterally at the initiative of either party.

8.3. The Tour Operator may, at its sole discretion, change or supplement any terms of this Agreement at any time. All changes in this case are linked on the Site. If the changes are unacceptable for the User, he must notify the Tour Operator about this within 5 (five) days from the date of publication of the changes. If not provided for, then it is taken into account that the User continues to take part in legal relations, the Agreement is accepted subject to changes and additions, contributions by Tour Operators.

## **9. OTHER TERMS**

9.1. In the event of disagreements and disputes due to non-performance or improper performance of this agreement or with it from the outside, they will seek to resolve them by contacting.

9.2. If an international dispute is not reached, judicial proceedings in cases of the departure of the Tour Operator.

9.3. The Tour Operator does not use access to public communication channels or services that provide the User with access to the Services.

9.4. The tour operator does not assume responsibility for the negative consequences and losses arising from events and incidents that are beyond its competence, as well as for the action (inaction) of third parties, namely:

- in case of impossibility to fulfill the rules of self-commitment, cases of unreliability, insufficiency and untimely identification and documents provided by the User, or violation by the User of the terms of this Agreement or resistance to documents;

- for the actions of carriers, hotels and Other tour operators (change, cancellation, rescheduling, delay in the departure of flights, trains, buses and profitable financial resources), for the safety, achievement or accuracy of luggage, cargo transportation, processing and documents of passengers during the entire period of their trip. In the event of incidents, tour operators, air, rail and sea carriers carried liability to passengers. Passenger claims against carriers and tour operators are based on the laws and regulations of international transportation.

The user (passenger) offers and warrants that he/she is familiar with and agrees to:

- and takes full responsibility for preparing all food documents for the trip. The passenger should read and comply with all requirements. artistic compositions and expected permits and approvals. The tour operator is not responsible for ignorance or non-compliance with passenger safety requirements.

- with the conditions for applying carriers' fares, including the conditions for the return and issuance of tickets;

- with the requirements for foreign passports and formal documents, including the remaining validity period of a foreign passport required to obtain visas and enter the country of observation;

- about the features and rules of the border (customs) control (regime) of their country and foreign states;

- on the obligation to comply with customs and border regulations;

- that the passengers independently assumed full responsibility for the validity of foreign passports, consent to the departure of minor children and other documents, compliance with the crossing borders, for the factuality of the confirmation contained in the documents;

- that the deportation of a passenger with invalid entry or exit documents is carried out solely at the expense of the passenger. The passenger is obliged to independently obtain information at the consulate of private countries.

## **DETAILS OF THE TOUR OPERATOR: EL TOUR Lda**

**INN:** 511273100 (vat number)

### **Legal address in Lisbon:**

Centro Empresarial Torres de Lisboa, Rua Tomas da Fonseca, Torre G-1º,  
1600-209,Lisboa, Portugal

Phone: (+351) 217230782

Fax: (+351) 291 244 284

Email: [info@eltour.travel](mailto:info@eltour.travel)

Home Page:

[www.eltour.travel](http://www.eltour.travel)

### **Legal address in Madeira:**

Rua das Mercês N°41

9000-224 Funchal – Ilha da, Madeira –Portugal

Phone: (+351) 291 093 070

Fax: (+351) 291 244 284

Mobile Phone: (+351) 910 221 695

Email: [info@eltour.travel](mailto:info@eltour.travel)

Home Page:

[www.eltour.travel](http://www.eltour.travel)

### **BANK DETAILS:**

MILLENNIUMBCP ( Bank's name)

9000-064, Funchal,Centro Comercial "La Vie"( bank's  
address)

EL TOUR LDA

Account: 45325893251

NIB: 003300004532589325105

IBAN: PT50 003300004532589325105

SWIFT: BCOMPTPL

General manager: Uladzimir Shkaruba



**EL TOUR, Lda**  
Agência de Viagens e Turismo  
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