

TERMS AND CONDITIONS OF THE ORGANISED TRAVEL CONTRACT (CHARTER FLIGHTS)

1. OBLIGATIONS OF THE CONTRACTUAL PARTIES

1.1. The Tour Operator is obliged:

1.1.1. To ensure the proper provision of all contracted services to the traveller(s) considering the legitimate expectations of the traveller, regardless of whether those services are to be provided by the tour operator itself or by other tourism service providers. The Catalogue, Traveller Memo, Important Information and Tips for Travellers, as well as other material describing the travel or the modified programme is an integral annex to the organised travel contract (hereinafter – the contract). The latest and most up-to-date information about hotels, their categories, changes in their services and entertainment after the conclusion of the contract is published on the tour operator's website www.teztour.lt.

1.1.2. If there are no minimum number of travellers, i.e., 144 passengers in an aircraft, to notify the traveller about the contract termination in a durable medium no later than the following duration before the travel:

1.1.2.1. 20 days, if the travel duration is longer than 6 days;

1.1.2.2. 7 days, if the travel duration is not shorter than 2 days and no more than 6 days;

1.1.2.3. 48 hours, if the travel duration is shorter than 2 days. The tour operator is not liable for any damage suffered by travellers if the travellers are duly and timely informed of the termination of the contract and the money for the travel is refunded.

1.1.3. To provide the traveller with the necessary receipts, coupons, tickets, information on the estimated time of departure and, where applicable, check-in and waiting times at intermediate stops, transport connections and arrival time in the form in which the contract was concluded or in another form chosen by the traveller before the start of the travel. The tour operator is also obliged to provide information on the vehicles used, their characteristics and category, type of accommodation, location, category or level of amenities and the main features and class (in accordance with the relevant rules of the host state), and catering. The latter information may also be published on the tour operator's website www.teztour.lt.

1.1.4. To provide general information on the passport and visa requirements of the country of travel, including the approximate duration of the visa issuance process, and information on health formalities (information on the epidemiological status of communicable diseases in the countries of destination, mandatory and recommended prevention measures, information on the procedure for obtaining health insurance) or provide the links to this information. The latest information or links to official websites with such information is available on the tour operator's website www.teztour.lt.

1.1.5. If under the contract the tour operator undertakes to provide the traveller with accommodation meeting the specific category according to the rules of the host country, without providing the specific accommodation provider (hotel name), the tour operator undertakes to inform the traveller about the type, category and catering before signing the contract. The tour operator also undertakes to provide the traveller with non-misleading and detailed information on the level and number of amenities, services and entertainment.

1.1.6. To provide information on optional or compulsory insurance to cover the costs of the traveller's termination of the contract or the costs of assistance, including the return of the traveller to the place of departure, in the event of an accident, illness or death. Accordingly, the tour operator informs the traveller that it is not obligatory, but recommended to purchase medical expenses insurance during the travel, missed travel insurance, accident insurance, etc. The latest information or links to official websites with such information is available on the tour operator's website www.teztour.lt.

1.1.7. To provide information on the name, address, telephone number, e-mail address, fax number of the tour operator's local representative, tour guide, contact centre or other service that allows the traveller to quickly contact and communicate with the tour operator, to seek assistance in the event of difficulties, or to make a claim for improper performance or non-performance of the contract. If there are no such representatives of the tour operator, to provide the traveller with a telephone number to call in an emergency or information to help him/her contact the tour operator and/or travel agent. If minors are traveling, to provide parents or guardians with information that allows them to contact the child or the person in charge directly at the child's location.

1.1.8. To use the personal data provided by the traveller(s) only for processing travel documents and ordering travel services.

1.1.9. To provide a traveller in difficulty with the necessary assistance during the travel or in the event of force majeure without undue delay:

1.1.9.1. To provide relevant information on health services, local authorities and consular assistance;

1.1.9.2. To help the traveller use the means of distance communication;

1.1.9.3. To help find alternative travel services.

1.1.10. When the tour operator is obliged to return all or part of the money paid by the traveller or on behalf of the traveller, to return the money without undue delay, but no later than within 14 days from the date of termination of the contract, except where the traveller and the tour operator agree on the compensation of the money paid for the missed travel by the means and conditions established in the Law on Tourism of the Republic of Lithuania during this term in the cases established by this Law.

1.1.11. If the traveller and the tour operator do not agree on the compensation of the money paid for the missed travel as set out in Clause 1.1.10 of the contract, the tour operator must return all money paid by or on behalf of the traveller for the travel no later than within 90 days from the date when the restrictions specified in the Law on Tourism of the Republic of Lithuania no longer exist, on the basis of which the tour operator's obligations under the contract became impossible.

1.2. The traveller(s) is obliged:

1.2.1. To pay for the travel on time in accordance with the terms of the contract or the contract itself. If the contract is concluded more than 21 days before the start of the travel, the traveller must make 10 per cent advance payment and pay the remaining amount no later than 21 days before the start of the travel; if the contract is concluded less than 21 days before the start of the travel, to pay the full price of the travel (standard payment conditions). The conditions of this Clause regarding the payment of the travel do not apply if the traveller has concluded a financing (consumer credit) agreement for the financing of the traveller. If the traveller purchases a travel according to the conditions of a pre-purchase or special offer, the travel according to which the departure is not from Lithuania and/or a travel with special payment terms, the terms of payment for the travel different from the standard payment terms specified in this Clause are specified in the contract;

1.2.2. To arrive to the place of travel start on time, to comply with the instructions of the tour operator regarding the performance of the travel or its separate parts, to comply with the requirements of public order, international passenger transport regulations, luggage transport regulations and the quantity, number and prohibition of items entering the country. To follow the instructions of the border and customs services. When traveling with a child (or children), to comply with the requirements for the description of the procedure for the temporary departure of a child to foreign countries outside the Schengen area approved by the Resolution No. 302 of the Government of the Republic of Lithuania of 28 February 2022.

1.2.3. To compensate for damage caused during the travel (damaged hotel inventory, vehicles, etc.). If the damage is caused by a minor, all losses are compensated by the person responsible for him/her. If the traveller accepts the fault and agrees to pay compensation, it must be compensated on the spot. In cases when the traveller does not accept the fault, the tour operator has the right to recover the damage in accordance with the procedure established by the legislation of the Republic of Lithuania. The traveller is not obliged to compensate for the damage caused by force majeure.

1.2.4. The traveller, the main party to the contract, must inform the other travellers that the travel is organized only in accordance with the terms of the contract and all travellers must comply with all the terms of the contract and provide them with all post-contract information sent by the tour operator.

1.2.5. **ATTENTION!** The disabled persons or persons with reduced mobility who may require special assistance during a journey by air must agree on the approval of the seats with the actual air carrier or tour operator before purchasing a transport ticket or package tour. Please note that different airlines also consider people with visual, hearing or mental disabilities to have reduced mobility. In such case, the persons with reduced mobility or their representatives and representatives of unaccompanied children must inform the actual air carrier or tour operator, as no more than 2 passengers with reduced mobility and 4 unaccompanied children may be on board an aircraft for security purposes.

In certain cases, a person's mental, emotional, physical or other medical condition may adversely affect both the traveller and the accompanying persons during the flight (persons with special needs, pacemakers, breathing apparatus, heart diseases, preparing for surgeries, etc.). Therefore, before concluding a contract for the provision of travel services, these travellers must consult a doctor and obtain their permission or advice on the travel, together with an assessment of the possible risks during the travel. If the traveller fails to warn about the state of health or possible risks and fails to coordinate it with the operating air carrier or tour operator, the traveller assumes all possible risks and negative consequences of such behaviour. It should be noted that under the general conditions of carriage of passengers and baggage of different airlines, the carrier has the right to refuse to carry such a passenger. The disabled persons and persons with reduced mobility are also recommended to check with the travel agency or tour operator directly during the pre-contractual relationship whether a particular hotel will be able to provide suitable leisure facilities and facilities for the disabled persons. Please also check out the facilities around the hotel for disabled persons.

2. CONTRACT TERMINATION AND WITHDRAWAL FROM THE CONTRACT

2.1. The right of the traveller to terminate the contract:

2.1.1. The traveller is entitled to terminate the contract at any time before the start of the travel. Upon termination of the contract by the traveller, the tour operator may require the traveller to pay a reasonable termination fee as set out in the contract. The amount of the termination fee depends on the time remaining until the start of the travel:

Contract termination period

Contract termination period	Amount of the termination fee as a percentage of the travel price
more than 21 days before departure	10%
from 20 to 11 days before departure	50%
from 10 to 3 days before departure	80%
2 and less days before departure	95%

In all cases, the amount of the termination fee may not exceed the price of the contract.

In case of special offers, the conditions for cancellation of the flight and/or accommodation services included in the package may differ from the standard conditions for cancellation fees set out in this Clause. Such cancellation conditions are provided in the contract.

If the air carriers are “GetJet Airlines”, “Avion Express”, “Freebird Airlines” or “AnadoluJet Airlines” and the traveller cancels the meal, sports equipment, extra luggage, prams and car seats and/or advance seat booking services for which the traveller has paid less than 48 hours before the start of the travel, the additional fee paid by the traveller is non-refundable.

If a traveller refuses to travel when he/she has concluded a financing (consumer credit) agreement for the financing of the travel, he/she must compensate the losses incurred by the tour operator set out in the table above up to the maximum price per travel. The traveller must pay the consumer credit provider for the termination of the consumer credit agreement in accordance with the procedure established in the Law on Consumer Credit and/or the Consumer Credit Agreement.

2.1.2. The traveller is entitled to terminate the contract and do not pay the termination fee in the following cases:

2.1.2.1. if the tour operator amends the terms of the contract before the start of the travel and the traveller does not agree with the amendments to the terms of the contract proposed by the tour operator within a reasonable period of time specified by the tour operator, when:

2.1.2.1.1. the tour operator is obliged to substantially change any of the main travel services and/or features before the start of the travel;

2.1.2.1.2. the tour operator cannot meet the special traveller requirements specified in the contract;

2.1.2.1.3. the tour operator proposes to increase the price of the travel by more than 8 per cent in accordance with Article 6.7521 of the Civil Code of the Republic of Lithuania (hereinafter – the Civil Code);

2.1.2.2. if the contract cannot be executed due to the deficiencies indicated by the traveller and the tour operator does not rectify the deficiencies within a reasonable period set by the traveller. In cases specified in the Article 6.7521 (3) of the Civil Code, the traveller may request a reduction in the cost of the travel or compensation;

2.1.2.3. if force majeure occurs at or near the place of destination that may make it impossible to carry out the travel or to take travellers to the place of destination. In this case, the traveller is entitled to demand a refund of the travel, but is not entitled to additional compensation.

2.2. The right of the tour operator to terminate the contract:

2.2.1. The tour operator is entitled to terminate the contract before the start of the travel, return all amounts paid for the travel to the traveller and compensate the damage suffered by the traveller.

2.2.2. In the event of termination of the contract by the tour operator, the damage suffered by the traveller is not compensated in the following cases:

2.2.2.1. the number of persons who have purchased the travel is less than the minimum number of travellers specified in Clause 1.1.2 of the contract and the traveller has been informed thereof in accordance with the procedure established in Clause 1.1.2 of the contract;

2.2.2.2. the tour operator is unable to perform the contract due to force majeure and it must immediately notify the traveller of the termination of the contract before the start of the travel.

2.3. The traveller is entitled to withdraw from the off-premises contract within 14 days without giving a reason under the procedure set forth by Article 6.22810 (1) of the Civil Code and must notify the tour operator about it under the procedure set forth by Article 6.22810 (6) and (7) of the Civil Code.

3. TRAVEL PRICE CHANGE

3.1. The tour operator is entitled to increase the price of the travel after concluding the contract. An increase in the travel price is possible only if it is directly determined by the change of:

3.1.1. the cost of traveller transportation due to the cost of fuel or other energy sources;

3.1.2. the amount of fees or charges for services (for instance, tourist tax, airport charges, etc.) covered by the contract that are levied by third parties not directly involved in the travel;

3.1.3. exchange rate of the currency related to the travel.

3.2. The tour operator must inform the traveller on a durable medium in a clear and comprehensible manner of the price increase at least 20 days before the start of the travel by stating the reasons for the price increase and how the price increase was calculated.

3.3. If the travel price increase exceeds 8 per cent of the final price of the travel, the traveller has the right to terminate the contract or choose an alternative travel offered by the tour operator.

3.4. After concluding the contract, the traveller is entitled to demand a reduction in the travel price in the following cases:

3.4.1. Reduction of the costs specified in Clause 3.1. of the contract after the conclusion of the contract but before the start of the travel;

- 3.4.2. Due to improper performance of the contract, unless the tour operator proves that the contract is improperly performed by the traveller;
- 3.4.3. when the alternative services offered result in a lower quality of travel than specified in the contract;
- 3.4.4. if the tour operator is unable to offer alternative services for good reasons or the traveller refuses them in accordance with Article 6.754 (5) of the Civil Code;
- 3.4.5. if the contract cannot be executed due to the deficiencies indicated by the traveller and the tour operator does not rectify the deficiencies within a reasonable period set by the traveller.
- 3.5. In the event of a reduction in the price of the travel, the tour operator is entitled to deduct the actual administrative costs from the amount to be reimbursed to the traveller. At the traveller's request, the tour operator must provide a justification for such administrative costs.

4. AMENDMENT OF OTHER CONTRACT CONDITIONS

- 4.1. The tour operator is entitled to unilaterally amend the other terms of the contract before the start of the travel only if all of the following conditions are met:
 - 4.1.1. The amendments are not substantial;
 - 4.1.2. The tour operator has provided the traveller with information on the amendments in a clear and comprehensible form desired by the traveller on the durable medium.
- 4.2. The tour operator must provide the traveller with clear and comprehensible information on the durable medium without undue delay about:
 - 4.2.1. The proposed amendments of the contract;
 - 4.2.2. The reasonable period of time during which the traveller must inform the tour operator of his/her decision;
 - 4.2.3. The consequences if the traveller does not reply within the deadline specified by the tour operator;
 - 4.2.4. An alternative travel and its price, if such travel is offered.
- 4.3. The traveller is entitled to agree to the amendments to the terms and conditions of the contract proposed by the tour operator within a reasonable period of time specified by the tour operator or to terminate the contract without paying the termination fee.
- 4.4. Upon termination of the contract by the traveller, the tour operator may offer the traveller another travel of equivalent or higher quality. If the quality of the travel deteriorates or the price of the travel is reduced due to amendments in the contract or the selected alternative travel, the traveller is entitled to demand a refund of the difference in the reduced price.
- 4.5. Any term of the contract may be amended by written agreement of both parties after the conclusion of the contract.

5. CHANGE OF PARTIES TO THE CONTRACT

- 5.1. The traveller is entitled to transfer his/her right to travel to another person who will acquire all the rights and obligations of the traveller under the contract, if he/she gives a reasonable notice to the tour operator before the start of the travel. A traveller's notice must be considered valid in all cases if it is submitted no later than seven days before the start of the travel.
- 5.2. The tour operator must inform the traveller transferring his/her right to travel of the actual costs of the transfer and provide supporting evidence.

Those costs must be reasonable and must not exceed the actual costs incurred by the tour operator in transferring the contract.
- 5.3. The traveller transferring the right to travel and the other person will be jointly and severally liable to the tour operator for the cost of the travel and the costs of transferring the right to travel.
- 5.4. In cases where such transfer is contrary to the rules of the entity assisting the tour operator, it is not possible to change the party(-ies) to the contract. In cases where the transfer is possible but the entity assisting of the tour operator has established an appropriate fee, the transfer may be made only after the relevant fee has been paid by the traveller(s).

6. LIABILITY OF THE TOUR OPERATOR

- 6.1. The tour operator is liable for any technical deficiencies in the booking system caused by its fault during the conclusion of the contract and for any errors made during the booking process. The liability does not apply when the booking errors are due to the fault of the traveller or caused by force majeure.
- 6.2. The tour operator must provide the necessary assistance specified in Clause 1.1.9. of the contract to a traveller in difficulty without undue delay.
- 6.3. If traveller assistance is required for reasons arising from the traveller's wilful misconduct or negligence, the tour operator is entitled to charge a fee for the provision of such assistance that must not exceed the actual costs incurred by the tour operator.
- 6.4. The traveller must notify the tour operator of any case of improper performance or non-performance of the contract that he/she notices during the travel through the contacts specified in the contract without undue delay and must indicate a reasonable time limit for rectifying the deficiencies. If the deficiencies need to be rectified immediately, the traveller is not required to specify a deadline.

6.5. If the services specified in the contract are not provided in accordance with the terms of the contract, the tour operator must rectify the deficiencies identified by the traveller within a reasonable time, except where this is not possible or would result in disproportionate costs, having regard to the scale of the deficiencies and the value of the inadequately provided services specified in the contract.

6.6. If the tour operator does not rectify the deficiencies due to the reasons specified in Clause 6.5 of the terms of the contract, the provisions of Article 6.7541 of this Code regarding compensation must apply.

6.7. If the tour operator fails to remedy the deficiencies within a reasonable period set by the traveller for reasons other than those specified in Clause 6.5 of the contract, the traveller may do so himself/herself and claim the necessary costs.

6.8. If the tour operator is unable to provide a significant part of the services under the contract or the traveller return service is not provided as agreed, the tour operator must at no additional cost offer the traveller the suitable alternative services of a quality, if possible, equivalent to or higher than that specified in the contract, in order to continue the journey. When the proposed alternatives result in a lower quality of the travel than specified in the contract, the tour operator must reduce the price of the travel accordingly.

6.9. If the alternatives offered are not similar to the services agreed in the contract or if the price reduction granted is inadequate, the traveller may refuse them.

6.10. If the non-compliance substantially affects the performance of the travel and the tour operator does not remedy the situation within a reasonable period set by the traveller, the traveller may terminate the contract without paying a termination fee and request a reduction in price and/or compensation for property and non-property damage.

6.11. If it is not possible to offer alternatives or the traveller refuses the offered alternatives in accordance with the Clause 6.9 of the contract, the traveller is entitled to a price reduction and/or compensation for property and non-property damage without terminating the contract.

6.12. If the travel includes a passenger transfer service, in cases specified in Clauses 6.9 – 6.11 of the contract, the tour operator must ensure the return of the traveller to the original place of departure by an equivalent means or transport to another place agreed upon by the traveller at no extra charge, as well as a refund to the traveller for services not provided.

6.13. If, due to force majeure, the tour operator is unable to ensure the return of the traveller in accordance with the contract, the tour operator must pay the costs for the necessary accommodation, if possible, in a category equivalent to the contract, for the period of force majeure, but not exceeding three nights. for each traveller, unless other laws or regulations of the European Union provide for longer periods (for instance, the persons with reduced mobility and their accompanying persons, pregnant women, unaccompanied minors and persons with special medical needs, if the traveller notifies the tour operator of his/her special needs at least 48 hours before the start of the travel).

6.14. The traveller is entitled to demand compensation for property and non-property damage in the following cases without undue delay:

6.14.1. If the deficiencies indicated by the traveller prevent the performance of the contract and the tour operator does not remedy the deficiencies within a reasonable period set by the traveller;

6.14.2. If the tour operator is unable to offer alternative services for justified reasons or the traveller refuses them in accordance with Clause 6.9 of the contract;

6.14.3. In other cases specified by the Civil Code.

6.15. The tour operator is not liable for improper performance of the contract if the tour operator proves that the contract was improperly performed due to:

6.15.1. The traveller's fault;

6.15.2. The fault of a third party not involved in the provision of the services under the contract and therefore the damage could not have been foreseen or avoided;

6.15.3. Force majeure.

6.16. If the damage, other than damage caused by the death of a traveller, personal injury, as well as damage caused intentionally or through gross negligence, is caused to the traveller by the provision of a contract but is not provided by the tour operator itself, the tour operator's liability for such damage may be limited to the three times of the price of the travel.

6.17. The traveller's right to compensation or the right to a reduction in price does not affect the rights of passengers in accordance with the Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, and repealing Regulation (EEC) No 295/91 (OL 2004 L 046, p. 1), Regulation (EC) No 1371/2007 of the European Parliament and of the Council of 23 October 2007 on rail passengers' rights and obligations (OL 2007 L 315, p. 14), Regulation (EC) No 392/2009 of the European Parliament and of the Council of 23 April 2009 on the liability of carriers of passengers by sea in the event of accidents (OL 2009 L 131, p. 24), Regulation (EU) No 1177/2010 of the European Parliament and of the Council of 24 November 2010 concerning the rights of passengers when travelling by sea, and inland waterway and amending Regulation (EC) No 2006/2004 (OL 2010 L 334, p. 1), Regulation (EU) No. 181/2011 of the European Parliament and of the Council of 16 February 2011 concerning the rights of passengers in bus and coach transport and amending Regulation (EC) No 2006/2004 (OL 2011 L 55, p. 1) and in accordance with international conventions.

6.18. The compensation paid by a tour operator in accordance with Clause 6.14 of the contract or a price reduction granted to a traveller by a tour operator in accordance with Chapter 3 of the contract and compensation paid to a traveller in accordance with European Union legislation and international conventions referred to in Clause 6.17 are deducted from each other to avoid double damages.

6.19. The property and non-property damage caused to a traveller must be compensated in accordance with the procedure established by the Civil Code.

7. PROCESSING OF PERSONAL DATA

7.1. Controller of personal data is the tour operator "Tez Tour", code of legal entity 111813515, Panerių g. 39, Vilnius, data about the Company are collected and stored at the Register of Legal Entities of the Republic of Lithuania, website address: www.teztour.lt. The tour operator informs that it processes the personal data of the traveller for the purposes of concluding and executing the contracts, providing services and paying for the services provided, establishing and processing claims for a period of 10 years by taking into account mandatory limitation periods. Legal basis for the processing of personal data: Clause b) and c), Part 1 Article 6 of the Regulation (EU) No 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), Article 1.125 of the Civil Code of the Republic of Lithuania.

7.2. For the purposes specified in Clause 7.1 of the contract, the tour operator processes the following personal data of the traveller: personal code, place of residence (address), surname, name, email address, phone number, details of the identity document – issue and validity date, issue place, number, date of birth, sex, nationality, issuing state, payment data and other data provided by the traveller and other information related to the conclusion and performance of the present contract.

7.3. By contacting the tour operator, the traveller may exercise the following rights of his/her data subject after having established the traveller's identity of the tour operator:

7.3.1. To obtain information on data processing;

7.3.2. To access the personal data processed by the tour operator;

7.3.3. To require the correction of inaccurate personal data and the addition of incomplete personal data;

7.3.4. To require the deletion of data ("the right to be forgotten");

7.3.5. To require to restrict the processing of personal data;

7.3.6. The right to data portability;

7.3.7. If the personal data are processed on the basis of the consent – the right to withdraw his/her consent at any time;

7.3.8. To require that he/she would not be subject to a decision based solely on automated data processing and to review such a decision.

7.4. The traveller who considers that his/her personal data rights have been breached is entitled to submit a complaint to the State Data Protection Inspectorate at L. Sapiegos g. 17, 10312 Vilnius, ph. 8 5 2127532, email: ada@ada.lt, website: www.ada.lt.

7.5. To ensure the proper performance of the contract, the tour operator is entitled to transfer the personal data of the traveller to third parties providing customer service, software maintenance, accounting and other services acting on behalf of the tour operator and/or on its instructions. The tour operator must confirm that the data transfer is subject to security measures in accordance with the relevant agreements with the data recipients.

7.6. The tour operator must provide the traveller's personal data to the authorities or law enforcement agencies, the police or the supervisory authorities where this is required by applicable law or to ensure the rights of the tour operator or the security of the tour operator's customers, employees and property.

7.7. The tour operator processes the personal data of the traveller for no longer than required by the stated purposes of the processing or by the applicable legislation, if they provide for a longer retention period.

7.8. The traveller assumes full liability for the correctness and accuracy of his/her and other travellers' personal data provided to the tour operator. When providing, editing or otherwise processing data (including personal data of himself/herself and/or other travellers), the traveller must ensure that he/she is entitled to process such data and assumes full liability for any losses of the illegal processing of such data by the tour operator and/or third parties.

7.9. More detailed information on the processing of personal data and related rights is published in the Rules for the Processing of Personal Data on the website of the tour operator www.teztour.lt.

8. FINAL PROVISIONS

8.1. The traveller must make the claims for improper performance or non-performance of the contract during the travel without undue delay in writing or on a durable medium to the tour guide, local representative of the tour operator, contact centre or other service; if they are missing - to the tour operator.

8.2. The limitation period for bringing claims against a tour operator for damages for improper or non-performance of a contract is two years.

8.3. Where the contract is concluded through a travel agent, the traveller may submit notices, requests or claims directly to the travel agent, who must forward the notices, requests or claims to the tour operator without undue delay. Upon receipt of traveller's notices, requests or claims by a travel agent, they must be deemed to have been received by the tour operator.

8.4. The tour operator must examine the travellers' application free of charge and, if it does not agree with the traveller's requirements, it must provide the traveller with a detailed reasoned written answer based on documents no later than 14 days from the date of receipt of the traveller's application.

Upon receipt of a claim by the tour operator, but with defects in form or content - unsigned, filed by an unauthorized person, without supporting evidence, etc., the tour operator is entitled to request the traveller to provide the means of proof necessary for the examination of the claim or to correct other deficiencies.

In such case, the time limit for submitting a reasoned written reply must run from the date of receipt of the rectification of the deficiencies in the documents and/or form referred.

8.5. The disputes regarding improper performance or non-performance of a contract out of court must be examined in accordance with the procedure established by the Law on Consumer Protection of the Republic of Lithuania at the State Consumer Rights Protection Authority at Vilnius g. 25, 01402 Vilnius, email: tarnyba@vvtat.lt, fax (8 5) 279 1466, website www.vvtat.lt. The application can be submitted electronically via the EGS platform <https://ec.europa.eu/odr/>.

8.6. An application of a traveller to an institution examining consumer disputes does not deprive a traveller of the right to apply to a court of general jurisdiction in accordance with the procedure established by the Code of Civil Procedure of the Republic of Lithuania with a request to examine the dispute on the merits.

8.7. The contract is made in two copies of equal legal force, one for each party.

8.8. If the contract is concluded remotely, the tour operator must provide the traveller with a copy of the contract or a confirmation of the contract on a durable medium without undue delay after the conclusion of the contract.

8.9. The copy of the off-premises contract or a confirmation of the contract must be provided to the traveller on paper or, if the traveller agrees, on another durable medium.

The signing of the contract does not guarantee that the booking for the hotel selected by the traveller will be confirmed. The traveller will be notified separately about the booking confirmation. If the booking is not confirmed, the signed contract for accommodation in a specific hotel becomes invalid.

The traveller has the right to choose an alternative travel option when concluding a new contract. If the traveller refuses to conclude a new contract, the tour operator must return the money paid to the traveller for the expired contract.

The failure to pay all or part of the travel price specified in these terms and conditions must invalidate the contract. In this case, the traveller has the right to choose an alternative travel option from the travels offered by the tour operator at that time by concluding a new contract. If the traveller refuses to conclude a new contract, the traveller must compensate the tour operator for the losses incurred under the procedure set forth by Clause 2.1.1.

The citizens of foreign countries that do not have a visa-free regime with the Republic of Lithuania who have purchased a tourist travel when leaving / returning to / from Lithuania require a multiple-entry (Schengen or national) visa valid for at least the duration of the travel (more information is provided at www.migracija.lt).

The traveller confirms that before signing the present contract he/she received written documents (contract, catalogue, other material describing the travel, programme and the Basic Conditions for Carriage by Air) specifying all information related to the travel: information about accommodation and vehicles, services provided during the travel, travel route, place and time of departure and return, visited places, their epidemiological conditions, currency exchange, border crossing procedures, restrictions on the importation of items, visa issuance, immunoprophylaxis requirements, information allowing direct contact with the child or the responsible person at the child's location (if the minors travel alone), the name, telephone and other contact details of the tour operator or travel agent and other information specified in these terms and conditions.

The traveller confirms he/she is informed about the tour operator's website www.teztour.lt.

The traveller also confirms he/she is aware of the air carrier's General Conditions of Carriage for Passengers and Baggage provided at www.teztour.lt section "For travellers/Important information" and/or air carrier's website.

The provisions of the contract are binding on the tour operator and all travellers. The traveller confirms he/she has thoroughly read the submitted contract, understood all its provisions and informed the other travel beneficiaries that the travel is organized only in accordance with the conditions specified in this contract and all travellers must comply with all the terms of the contract.

Annexes to the contract: **catalogue, programme, other material describing the travel, Basic Conditions for Carriage by Air.**