

PUBLIC AGREEMENT (PUBLIC OFFER) Of TRAVEL ARRANGEMENT SERVICES

Tashkent

«01» January 2017 year

This document is an official offer (public offer, according to article 367 and 369 of the Civil Code of the Republic of Uzbekistan), hereinafter referred to as AGREEMENT in the name of Joint Venture «Vantage Focus» Limited Liability Company (license № T-1299-16, hereinafter referred to as «TRAVEL AGENCY»), and contains all necessary terms of the travel services organization.

In accordance with the article 370 of the Civil Code of the Republic of Uzbekistan, acceptance of the present public offer is equal to conclusion of an agreement subject to conditions of the offer. Therefore in case of acceptance of conditions of the present public offer, you become a CUSTOMER.

1. THE SUBJECT OF THE AGREEMENT.

1.1. The TRAVEL AGENCY by order and at the expense of the CLINET undertakes legal and other acts (далее «ПОРУЧЕНИЕ») по подбору и бронированию услуг (далее «ТУРУСЛУГИ»), входящих в тур (hereinafter referred to as «TOUR»), provided by TRAVEL AGENCY and/or by the TRAVEL SERVICES supplier, and CLIENT undertakes to pay to the TRAVEL AGENCY according to selected services.

2. RIGHTS AND OBLIGATIONS OF THE PARTIES

2.1. The TRAVEL AGENCY has rights:

2.1.1. In case of violation of obligations by the CLIENT, to refuse execution of the AGREEMENT.

2.1.2. Demand compensation of damages (in case of non-fulfilment of terms of the AGREEMENT by the CLIENT) and payment of contingencies made in behalf of the CLIENT (in case of cancellation of execution of the AGREEMENT by the CLIENT).

2.1.3. With the additional concurrence of the CLIENT to change, if necessary, conditions of the TRAVEL SERVICES, of the same quality (hotel, indicated in voucher and/or program, to hotel of the same or high category (number of stars), route of the group excursion TOURS, with maintenance of an excursion program) without charge of an extra fee from the CLIENT.

2.2. The TRAVEL AGENCY is obliged:

2.2.1. Advise the CLIENT about TOUR matter (specific character, TRAVEL SERVICES etc.).

2.2.2. Within 2 days before starting of the TOUR, to provide a set of the TOUR documents to the CLIENT (voucher, tickets, insurance policy etc.).

2.2.3. Provide to the CLIENT information about address and telephone number of the TRAVEL AGENCY and the TRAVEL SERVICES suppliers, necessary for operative communication.

2.2.4. At the request of the CLIENT, cancel, change confirmed and/or paid TOUR (TRAVEL SERVICES).

2.3. The CLIENT has rights:

2.3.1. On the grounds of the requests, to receive information provided by TRAVEL AGENCY.

2.3.2. Add, cancel and (or) change booking for the TRAVEL SERVICES.

2.3.3. Demand payment of compensation in case of nonfulfillment or improper (low-quality) fulfillment of the TRAVEL SERVICES, in accordance with the terms of this AGREEMENT.

2.3.4. Refuse the TOUR in in case of disagreement with cost of the TOUR.

2.3.5. Act according to the AGREEMENT, including on behalf of the third parties.

2.4. The CLIENT is obliged:

2.4.1. Pay timely for the TOUR (TRAVEL SERVICES), and also pay the TRAVEL SERVICES suppliers.

2.4.2. Provide documents necessary for visa support, as well as for air tickets and other travel documents.

2.4.3. Immediately inform the TRAVEL AGENCY and the TRAVEL SERVICES suppliers about nonfulfillment or improper (low-quality) fulfillment of the TRAVEL SERVICES.

2.4.4. Pay to the TRAVEL AGENCY for actually expenses incurred, in case of refusal of implementation of the AGREEMENT.

2.4.5. Not to assign his rights for the TRAVEL SERVICES on commercial basis.

3. BOOKING, ANNULMENT AND CHANGE OF THE TOUR

3.1. Booking of the TOUR (TRAVEL SERVICES) is carried out by sending of a request letter to the TRAVEL AGENCY by fax +998712454773 and (or) by e-mail address info@uzbooking.com or by the use of the website www.gotosilkroad.com and (or) by personal application.

3.2. The CLIENT completes preliminary application for a booking (Form №1) (hereinafter referred to as «APPLICATION») for the TOUR booking (additional TRAVEL SERVICES).

➤ In the presence of the TOUR, corresponds to characteristics specified in the APPLICATION, the TRAVEL AGENCY within 24 hours after receiving the APPLICATION, sends confirmation letter with cost of the TOUR (TRAVEL SERVICES) by fax and (or) by e-mail;

3.3. Right of the CLIENT for the TOUR (TRAVEL SERVICES) confirms by a set form document VOUCHER.

3.4. After receiving of payment, but not later than 2 days before beginning of the TOUR, the TRAVEL AGENCY gives VOUCHER in duplicate, official visa support documents and travel documents to the CLIENT.

3.5. The CLIENT may at any time cancel the TOUR (TRAVEL SERVICES), in written form notice to the TRAVEL AGENCY.

3.6. Date of receiving of the respective CLIENT'S application, considers as the date of cancel the TOUR (TRAVEL SERVICES).

3.7. Feasible terms and conditions of annulment, measure of damages, must be specified in confirmation letter of the providing TOUR (TRAVEL SERVICES), as well as on above mentioned website.

4. ORDER OF ACCEPTANCE OF SERVICES.

4.1. ORDER is considered as rendered after providing of all the TRAVEL SERVICES specified in APPLICATION. Also signing of invoice for the CLIENT – legal person.

5. COST AND PAYMENT

5.1. For the fulfillment of the TRAVEL SERVICES, the CLIENT pays to the TRAVEL AGENCY cost specified in confirmed APPLICATION. Terms of payment are to be effected 100% advance before the beginning of the TOUR.

5.2. Cost of the TOUR (TRAVEL SERVICES) evaluated in accordance with current prices and rates of the TRAVEL AGENCY in US Dollars and (or) in national currency of the Republic of Uzbekistan «Sum».

5.3. Confirmation of payment is billing document accepted in banking practice of cash payments and bank transfer of funds.

6. AFTER-PAYMENT AND LOSS

6.1. In case of delay of the flights or other unforeseen circumstances, constraining the CLIENT to extend his sojourn in the country of TOUR, the TRAVEL AGENCY will make reasonable efforts to prolong visa.

6.2. In case of need the TRAVEL AGENCY provides medical aid to the CLIENT.

6.3. All expenses relating to medical aid will be defrayed by medical insurance of the CLIENT on own account.

6.4. Losses caused by the CLIENT, must be repaid directly by the CLIENT.

6.5. Repayment in case of cancellation or refusal of the TOUR:

6.5.1. In case the prepayment has been made and the CLIENT cancelled his booking, the TRAVEL AGENCY returns the total amount paid, after deduction of losses incurred by the TRAVEL AGENCY in connection with the cancellation.

6.6. Funds remaining after all indemnifications, fees and expenses are returned by the TRAVEL AGENCY to the CLIENT within 10 days after cancellation or refusal.

7. RESPONSIBILITIES OF THE PARTIES.

7.1. Responsibility of the TRAVEL AGENCY for non-rendering or improper (poor-quality) rendering of the TRAVEL SERVICES in limited to the obligations of selection and booking of the TRAVEL SERVICES.

7.2. The TRAVEL AGENCY is not responsible for the costs incurred by the CLIENT and other negative consequences that arose:

➤ due to unauthenticity, insufficiency and (or) untimely submission of information and documents by the CLIENT;

- in the event that the CLIENT cannot use the TOUR or individual TRAVEL SERVICES due to actions of official bodies or authorities of the Republic of Uzbekistan (customs services, passport control, embassies, visa services etc.);
- due to cancellation or change of departure time of flights and trains;
- due to loss, damage, theft of the personal luggage, values and documents during the TOUR period.
- due to weather and climate conditions during rendering of services.

7.3. All expenses incurred by the CLIENT in connection with non-compliance or improper performance of obligations under this agreement are borne by the CLIENT.

7.4. Reimbursement of losses by the PARTIES does not relieve them from their obligations under the AGREEMENT.

8. FORCE-MAJEURE

8.1. If force-majeure (natural disasters, epidemics, etc.) makes it impossible to fulfill obligations under the CONTRACT of any of the PARTIES, the SIDE subjected to force-majeure is exempt from any compensation or payment to another PARTY.

9. SETTLEMENT OF A DISPUTE

9.1. Reclamation.

9.1.1. In case of failure or improper (poor-quality) rendering of the TRAVEL SERVICES, the CLIENT immediately notifies the TRAVEL AGENCY and/or the suppliers of the TRAVEL SERVICES.

9.1.2. After receiving the CLIENT's application and not eliminating deficiencies within 24 hours by the suppliers of TRAVEL SERVICES, a relevant protocol is drawn up in duplicate signed by the supplier of the TRAVEL SERVICES and the CLIENT.

9.1.3. In the event of the refusal of the supplier of TRAVEL SERVICES from signing the protocol, the CLIENT's claim is considered to be unaccepted.

9.1.4. In case of non-settling of arisen issue, the CLIENT has right to present a written claim to the TRAVEL AGENCY within one month from the end of the TOUR together with a copy of the protocol.

9.1.5. In case of proper registration of the claim and its confirmation by the protocol the TRAVEL AGENCY takes into consideration the claim and determines amount and terms of payment of compensation paid to the CLIENT.

9.1.6. The claim is subject to consideration by the TRAVEL AGENCY or the suppliers of the TRAVEL SERVICES within 10 days from the date of receipt.

9.2. All disputes under the AGREEMENT not settled by negotiations are to be settled by the courts of the Republic of Uzbekistan on jurisdiction, which decision is considered final and obligatory of the both PARTIES.

10. FINAL CONDITIONS.

10.1. All amendment and additions to the present AGREEMENT should be valid only if made in written form and signed by the PARTIES.

10.2. Neither PARTY is entitled to assign its rights and obligations under this AGREEMENT to any third PARTY without written consent of the other PARTY, except persons, on behalf of whom the CLIENT acts (under the AGREEMENT).

10.3. In cases unsettled by the present AGREEMENT, the PARTIES are guided by the current legislation of the Republic of Uzbekistan.

10.4. The TRAVEL AGENCY is not the owner of hotels, vehicles and other objects constituent the travel package, and accordingly regulates rendering of services in this field on the basis of standard international and national regulations, with which the CLIENT can be consulted in the office of the TRAVEL AGENCY.

11. COMPANY DETAILS AND ADDRESS:

TRAVEL AGENCY:

Joint Venture

«VANTAGE FOCUS»

Limited Liability Company

Address: 29, Ukkosha street, 100132,
Uchtepa district, Tashkent, Uzbekistan

E-mail: info@uzbooking.com

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currency account in US dollars №

20214840100635145001

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