

Terms and Conditions

These terms and conditions set out the terms on which Global Travel LLC , the company incorporated under the registration no 11440383 and having its registered office at Rohuneeme tee 61C,Pringi Kula, Viimsi vald, Harjumaa, 74001, Estonia agrees to conclude the contract with the Customer and provide to the Customer a broker service, providing reservations for accommodation and where applicable other travel arrangements.

By completing and sending the Reservation Form the Customer agrees and he/she is affirmatively stating that he/she have carefully read and understand the terms set forth in this agreement and that he/she agrees to be bound by the terms of this agreement.

Definitions

1. **xxxltours** means Global Travel LLC.
2. **Customer** means a person using the services of xxxltours. In the case of the customer it has to be an Adult according to the laws of Estonia and according to the law of its home country (18 years of age)
3. **Group** means the organized group of customers represented by a group leader.
4. **Leader** means the person making the reservation on behalf of the customisers organized into the group.
The leader is responsible for all communication between xxxltours and the group members.
5. **Activity** means a social event arranged by xxxltours, but not including the accommodation.
6. **Service** means an accommodation, transportation, activity or other travel arrangements facilitated by xxxltours without specific distinction.
7. **Package** means the prearranged combination of accommodation, activities and transportation.
8. **Reservation Form** is the electronic form presented on the web page of xxxltours.
9. **Supplier** means a person or persons providing the services or their Agents or employees.

Conclusion of the Contract

1. This agreement is effective and shall come into force when xxxltours informs the customer about acceptance of the reservation form by email, unless specified otherwise.
2. The confirmation email shall include the detailed information and documentation relevant to the customer's reservation, the price calculation and the term in which the payment is due. The customer shall check all details of the order as described in

the confirmation email because any late complaints shall not be taken into consideration and xxxltours is not liable for any loss or damage arising from the negligence of the customer.

3. The availability of the Customer's order is not guaranteed until xxxltours receives the price calculated in the confirmation email.

4. If the price is not paid as set out in the term in the confirmation email, xxxltours reserves the right to cancel the Customer's travel arrangements and to withdraw from the contract.

5. Whereas all the Services and Activities are provided by xxxltours suppliers, xxxltours is not responsible for the actual activity. Only upon receiving the payment from the Customer will xxxltours confirm all relevant bookings with the suppliers.

6. In the case when xxxltours is unable to make arrangements as ordered by the Customer on the reservation form, it would inform the Customer immediately and offer alternative arrangements. In the case where substantial changes to the Customer order are made by the Customer and this would affect the price, the contract is only concluded in such a case upon payment of the price, which would mean the Customer consent with the change of order.

7. xxxltours does reserve the right to make minor changes of the arrangements set out in the Customer's order, providing this does not affect the price and quality of services, and will inform the Customer as soon as possible of any such changes.

8. xxxltours also reserves the right to change or to cancel the service if it should not comply to safety, hygiene or other standards required by Estonian legislature. In such a case xxxltours shall reimburse the relevant portion of the price to the Customer.

9. Upon the acceptance of these Terms and Conditions the Customer is obliged to follow Terms and Conditions of xxxltours suppliers when using their services or activities.

3. Safety

1. The Customer hereby confirms that he/she will observe all safety instructions and legal regulations provided by xxxltours or the supplier.

2. xxxltours is not liable for any loss or damage arising from Customer negligence, or any misuse of the Service caused by the Customer.

3. xxxltours reserves the right to cancel the performance of the service or exclude any persons from the service in the case that they do not observe relevant safety instructions and or legal regulations without the right for indemnity.

4. Liability

1. xxxltours is a brokerage company, it has no liability for any legal/factual aspect of the service ordered by the Customer, except of that arising from the booking and it excludes the liability for any loss or damage, personal injury, harm or death, which results from the service or that which is in connection with the service, except of

that, which may be imposed by the law of Estonia.

2. All services are provided by xxxltours suppliers, xxxltours do not provide assurance that they are maintained or operated in the manner as presented by the supplier or comply with safety, hygiene or other standards required by Estonian legislature, therefore, xxxltours excludes any liability and does not accept liability for any loss or harm arising thereof.

3. xxxltours also excludes any liability for an act of omission in circumstances beyond its control or influence of Force Majeur.

5. Insurance

1. xxxltours does not provide any insurance, and it is the responsibility of the Customer to insure himself/herself properly according to the planned activities and especially in respect to the ordered services. xxxltours reserves the right to cancel the contract or particular service without refund or the right for an indemnity in the case the Customer is not insured to cover all the risks arising or associated with this contract, service or activity in particular. (please note some activities are deemed as dangerous/risky by Insurance Agencies).

6. Accommodation

1. xxxltours will not be held liable for any loss or damage related neither to the accommodation nor the availability and conditions of the accommodation itself. The Customer agrees to settle with the hotel management any extra expenses arising from specific hotel services or any damage (including loss) on the hotel property. The hotel management will require the Customer to submit on request a valid credit card with authorisation to the payments mentioned above. If the Customer does not provide such an authority, xxxltours reserves the right to cancel the booking and the Customer may be refused permission to use the hotel services.

2. The Customer should deposit all Credentials, Jewellery, and other valuable property in the hotel safe or Security box.

3. The Customer is obligated to follow the Terms and Conditions of the accommodation as set out by the particular hotel.

7. Price

1. The price submitted to the Customer is the price fixed by xxxltours.

2. In the case of price changes by the suppliers, the Customer will pay the price valid at the time of reservation.

3. The Customer is obliged to pay the deposit as described below in article 8.

4. The price of each activity regardless of whether it was booked as a package consists of the elements described under each activity on xxxltours website, the price does not include food or drink unless otherwise stated under that activity.

8. Deposit

1. The deposit of 25% is non-refundable. (exception being article 15)
2. If the reservation was made for the group the total price means the total price of the Group reservation.
3. Notwithstanding the Article in 8.2, the customer is allowed to pay the full amount of the total price instead of making the deposit.
4. The Customer shall be provided with the exact information of the total price calculation and the amount of the deposit in the confirmation email. The information shall also contain the due date for the payment of the deposit.

9. Payment and Invoice

1. xxxltours accepts payment by transfer through our bank. The payment should be settled in Euros at the exchange rate valid on the date of transaction.
2. xxxltours is not responsible for differences in exchange rates, fees related to transactions or any other expenses related to the monetary transactions unless otherwise specified differently.
3. Upon receipt of the deposit xxxltours shall send the customer confirmation of the schedule and Customer payment.
4. The Customer shall pay the difference between the deposit and the total price 14 days before arrival, unless he/she has already paid the total price.

10. Amendments

1. Any changes or amendments to the travel arrangements made after total price has been paid will be subject to a change fee.
2. Any amendments should be made in writing by email.
3. In the case when changes or amendments are made the total price shall be changed according to the new travel arrangements.
4. In the case when xxxltours is unable to change the travel arrangements after the Customer's reservation according to the new requirements of the Customer and the Customer does not accept the original travel arrangements, xxxltours is entitled to cancel the whole reservation. When this occurs Article 11.2 will apply.

11. Cancellation

1. The Customer has the right to cancel travel arrangements at any time in writing by email.
2. When cancellation occurs more than seven days before the arrival of the group, xxxltours is entitled to charge a cancellation fee of an amount equal to the deposit. In the case that the cancellation occurs less than seven days before the arrival of the Customer, xxxltours is entitled to charge a cancellation fee equal to 100% of the total price. This applies equally to the group cancelling or to individual cancellations

concerning a group member.

12. Late arrivals and delays

1. xxxltours reserves the right to cancel services without refund in case of late arrival or absence of the Customer.

13. Amendments and Cancellations made by xxxltours

1. If the Customer does not pay the deposit for the travel arrangements in the due date specified in confirmation email or in the case of the required service being unavailable, Global Travel LLC reserves the right to cancel the Customer's bookings.

2. xxxltours reserves the right to amend or cancel the Customer's travel arrangements in case of Force Majeur, which include war, threat of war, riots, civil strike, terrorist activity, natural or nuclear disasters, fire and other similar circumstances beyond the control of xxxltours In such a case xxxltours shall reimburse the customer the full payment including the deposit.

3. xxxltours reserves the right to end or cancel the service in case of Customer behaviour, or if the group is likely in the opinion of xxxltours to cause distress, damage, danger to or to annoy other Customers, employees, property or anyone else. If the group is prevented from participation on a service because any person in authority considers any member of the group appears to be unfit to participate or likely to cause discomfort to or disturb other Customers or anyone else, xxxltours will not be liable to complete the programme arrangements of the service and will subsequently not be liable for any refund, compensation or any other costs incurred by group members. xxxltours does not accept liability for the behaviour of the Customer or the third persons in the accommodation facilities and/or taking part in any activity and/or service if any facilities or services are removed as a result of their action. Such cases remain completely at the civil or criminal responsibility of the persons involved.

4. xxxltours shall cancel the travel arrangements of the Customer without refund in the case that the Customer fails to provide the proper insurance in dependence on type of planned activities.

5. xxxltours shall amend or cancel the Customer's travel arrangements in case the Customer's health conditions may affect his/her or others well being negatively or if xxxltours considers any of the services inappropriate or dangerous. In that case the provisions of Article 10.4 and 11.2 shall apply.

6. xxxltours has the right to amend, change or cancel the Customer's travel arrangements as per Article 2.7, 2.8, 3.4, 5.1, 6.1, and 10.5 of these terms and conditions.

14. General Obligations of the Parties

1. The Customer is obliged to pay the price as agreed, to follow all instructions of its guide or instructor, to indemnify all induced damages and to arrive in time to the specified place for starting the ordered holiday properly.
2. xxxltours is obliged to facilitate the services as agreed in defined and agreed standards. xxxltours is also obliged to provide the Customer with all necessary documentation and all information for the respective travel arrangements.

15. Claims and Complaints

1. The Customer is supposed to solve the claims and complaints in respect to the specific services with the relevant supplier. In cases where the Customer is unable to do so from the reasons of objective nature, the claims and complaints should be submitted to the supplier by means of xxxltours either by phone 00 372 55 53 1888 or in writing by email to info@xxxltours.com or to the mail address of xxxltours at Rohuneeme tee 61C, Pringi Kula, Viimsi Vald, Harjumaa, 74001, Estonia.
2. xxxltours shall inform the Customer about its claim resolution no later than 30 days from the submission of the claim to xxxltours.

16. Privacy Policy

1. xxxltours will save the Customer's personal data for future marketing use
2. xxxltours is not entitled to provide the Customer's personal data to any third party.
3. The Customer is entitled to ask for his/her personal data and for its change or deletion.