

TERMS AND CONDITIONS OF SHIOTRAVEL

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND SHIOTRAVEL WHICH GOVERN YOUR USE OF PRODUCTS, SERVICES, AND WEBSITE SHIOTRAVEL.COM IT IS IMPORTANT THAT YOU READ AND UNDERSTOOD THE FOLLOWING CONDITIONS. WHEN YOU AGREE ON "I HAVE READ AND AGREED TO TERMS AND CONDITIONS" AND ALSO BY CLICKING "BOOK" YOU ACKNOWLEDGE THAT YOU AGREE TO THOSE TERMS AND CONDITIONS AND ACCEPTED THEM.

1. THE SUBJECT OF THE AGREEMENT

Customer orders and the Contractor takes the obligation to perform a service for the terms and conditions stated in this agreement: Reservation of hotels, Organization of transfer and other pre-approved travel services.

2. ADDITIONAL TERMS

- 2.1. Agreement on the adoption of the rules and conditions (signature or pressing the "I have read and agreed to terms and conditions" on the website during the booking shiotravel.com) automatically means that the customer agrees to the terms given in this contract.
- 2.2. Reservations made on the site is not guaranteed until such time as the customer does not receive an official confirmation on the specified e-mail.
- 2.3. Modification of the booking confirmation and cancellation is possible in terms which sent to the specified e-mail with the booking confirmation.
- 2.4. In case, if customer cancels the reservation in the penalty period, he will pay the fine on the basis of these, mentioned in this contract and the amount of penalties.
- 2.5. Period canceled the booked hotel, compiled and is indicated in the booking confirmation. Based on the policy of the hotel, subject to confirmation of the booking the customer will receive in advance.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

RIGHTS OF THE CUSTOMER

- 3.1. Customer have the right to request a tour package, pre-agreed quality plan, as timely and quality execution.

OBLIGATIONS OF THE CUSTOMER

- 3.2. Before the booking, the customer is obliged to read the rules and conditions in order to avoid misunderstandings.
- 3.3. To fulfill its responsibilities and requirements of fair, timely, on the specified dates and amounts.

RIGHTS OF THE TOUR OPERATOR

- 3.4. Require the customer's partial payment of tourist services, on terms specified in paragraph 4, otherwise refuse to perform tourist services.
- 3.5. If prior to the trip, the customer need to replace of the tour-package tourist by a third person, tour operator have the right to refuse the customer, unless this third party does not satisfy the conditions required for travel. If, tour operator agrees to a replacement, the customer is obliged to make up for the additional charges that were added in connection with the replacement of the tourist. In this case, changes will be made in writing and be signed by both parties.

OBLIGATIONS OF THE TOUR OPERATOR

3.6. Tour operator, sends the customer detailed information on tour services.

3.7. Tour operator is obliged to fulfill its duties honestly, in a timely manner, according to pre-approved plan in the tour package.

4. PAYMENT

4.1. Payments to individuals and legal entities in the country takes place in the national currency (GEL) and the payment that comes from abroad, can be also paid in dollars and euros. If payment takes place in the country in the national currency to the overall amount of services VAT 18% will be added.

4.2. Payment is made at the rate specified by the National Bank on the day of payment.

4.3. Payment of the hotel, in which the price is in dollars, going to a national rate of the day when the payment paid.

4.4. Responsibilities of the bank fees and commissions for obtaining payment back, lie on the customer.

4.5. A 100% payment of services must be paid in advance on the following terms:

- 1) If you book a tour with a duration of 7 days or more, 100% payment must take place before the start of the tour 20 days earlier.
- 2) If you book a tour with a duration of 2-6 days, 100% payment must take place before the start of the tour 15 days earlier.
- 3) If you booked a tour (duration 1 day), 100% payment must take place before the start of tours 7 days earlier.

5. PENALTIES

5.1. By agreeing to this agreement, the customer confirms that warned of, and agree to the following: If the customer refuses to travel service after he has paid the full price of the tour and the tour operator has associated costs related to the provision of tourist services (hotels, transfers, guide and so on), tour operator delay the commission by the rules, negotiated at this point, and the balance will return to the customer (except for early bookings). Fees in case of cancellation of bookings are calculated as follows:

1) If you book a tour lasting for 7 days or more, the timing of its modifications and cancellations are:

If before the tour left 20 days or more, the tour is canceled free of charge;

If before the tour left 19-15 days, the customer will be penalized by the cost of the tour by 30%;

If before the tour left 14-10 days, the customer will be penalized by the cost of the tour by 50%;

If before the start of the tour there 9-7 days, the customer will be penalized by the cost of the tour by 70%;

If before the start of the tour there 6-1 days, the customer will be penalized by the cost of the tour by 100%.

2) If you book a tour, lasting for 2-6 days, the timing of its modifications and cancellations are:

If before the tour left 15 days or more, the tour is canceled free of charge;

If before the tour left 14-10 days, the customer will be penalized by the cost of the tour by 30%;

If before the start of the tour there 9-7 days, the customer will be penalized by the cost of the tour by 50%;

If before the start of the tour there 6-4 days, the customer will be penalized by the cost of the tour by 70%;

If before the tour left 3 days or less, the customer will be penalized by the cost of the tour by 100%.

3) If you booked an excursion (1 day duration), the timing of its modifications and cancellations are:

If before the excursion left 7 days or more, the tour is canceled free of charge;

If prior to the excursion there 6-5 days, the customer will be penalized by the cost of the excursion by 30%;

If prior to the excursion there 4-3 days, the customer will be penalized by the cost of the excursion by 50%;

If prior to the excursion 2 days or less, the customer will be penalized by the cost of excursions by 100%

4) If you booked a transfer, the timing of its modifications and cancellations are:
If before the Transfer left 3 days or more, the transfer is canceled free of charge;
If before the Transfer left 24 hours, the customer will be penalized by the cost of the service by 50%;
In case of no show, the customer will be penalized by the cost of the service by 100%;

5.2 If between the amount previously paid and between penalty amounts will be the difference, the tour operator will return to the customer the excess amount by the rules specified in the terms and conditions.

6. CLAIMS

6.1. In the event of any claim or dispute with a hotel, a tourist is obliged to ask the hotel management.

6.2. In the case of not solving the problem on the spot, with the end of the tour for one month, a tourist have the right, turn to the tour operator with a reasoned claim, which must be proved by documents, and submit the documents supporting the claim: receipts, invoices, photos, etc.

6.3. In the case of a claim under these rules in the last paragraph and documented, the claim will be considered after receive of the documentation within 10 days. The claim, which was lacking in form or without substantiated claims will not be considered.

7. FORCE MAJEURE

During the contract, all the contingencies that it was impossible to foresee (force majeure), which affect the performance of the contract or on the determination of the price of the tour (natural disasters, change in economic conditions of the country, the beginning of military operations, terrorist attacks, strikes, change of visa regime in the country in which you plan to travel services and other phenomena that can not be controlled by the parties), the parties are obliged to immediately inform the state of affairs of each other in writing. Because of these phenomena, in the case of non-fulfillment of obligations, the parties shall be exempt from the responsibility of payment of damage. If force majeure developed in a country that takes the tourists, the tour operator will take steps and use all the resources to return to the tourist, in this case, an additional fee for the return of the tourist refund the tourist.

8. TERMS OF SETTLEMENT OF DISPUTES AND OTHER CONDITIONS

8.1. All disputes between the parties which will begin contract and during its operation, dare mutual agreement, in good faith, if the question at issue will not be solved in this way, then it will consider the Court of the legal address of the tour operator.

8.2. Any question which is not settled by this agreement is governed by the laws of Georgia. The contract is valid from the date of its agreements and is valid until fulfillment of obligations by the parties.