

## Tours – Terms and Conditions

### A. General

1. In these terms and conditions, 'we' and 'us' are Real Russia Limited, company 5577776 registered in England. 'You', 'your', 'traveler' and 'passenger' refer to the person(s) who will be participating in a given tour.
2. By making a written request for tour products to us you agree that you have read, understood and agree to these terms and conditions and you understand and agree that they are governed by the laws of England and that the Courts of England and Wales will have jurisdiction to hear any dispute arising out of or in connection with them. This includes clients ordering from any country in the world.
3. No variation of these terms may be agreed by any employee or agent of Real Russia Limited unless approved in writing by a director (or their approved designate) of the company.
4. We fully comply with the provisions of the Package Travel, Package Holidays and Package Tours Regulations 1992 (EEC Directive 90/314). In accordance with these regulations, all payments made to Real Russia Limited, either as deposit or final settlement (including all credit card payments), are held in a separate account and will not be released until the specified tour has taken place. This regulation guarantees a full refund of all monies paid in the most unlikely event of us failing to provide the tour booked.
5. Prices quoted are fully inclusive of all service costs, tariffs, taxes and fees at the time of quotation.
6. Quotations are valid for 14 days.
7. You are responsible for any additional costs involved in making a payment or refund transaction including, but not limited to, bank transfer charges, credit card surcharges and currency conversions.
8. All bookings are accepted on a request basis only. Acceptance of a booking request does not imply availability or guarantee confirmation. On our written confirmation a binding contract shall exist between us.
9. You are responsible for ensuring that you have the appropriate travel, identity or visa documents for any countries you are visiting or transiting through. Booking a tour or travel service in a country is not the same as having a visa if it is required. We accept no responsibility or liability if you are refused entry onto any transport or into any country due to your failure to provide the correct documentation.
10. We will only accept responsibility for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers) and accept no responsibility for arrangements made independently.
11. In these booking conditions, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, terrorist activity or actual threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.
12. Tours are provided through our fully bonded Russian Tour operator, OOO East West Link and we act as their agent.

## B. Full Tours, packages and products

13. A full tour is a package of defined accommodation, transport and services for a fixed price as outlined in the tour itinerary.
14. No tour booking will be confirmed without a completed and signed booking form and payment of a deposit equivalent to 25% of the total tour cost for each passenger.
15. Upon our written confirmation that we have received the completed booking form and payment of the required deposit a binding contract exists between us.
16. Deposits are non refundable except where otherwise expressly stated in these terms and conditions.
17. You should pay and we should receive cleared funds for any outstanding balance for your tour, extensions and additional items ordered between 90 and 60 days of the tour start date or we reserve the right to cancel the booking, and, in this case we will consider that you have cancelled the tour.
18. The required details of each passenger, free from errors or omissions, should be confirmed in writing a minimum of 60 days before the tour starts. In the event that this does not occur then we reserve the right to cancel the booking, and, in this case we will consider that the passenger has cancelled the tour.
19. We are not obliged to accept booking requests after 60 days (late or last minute bookings) before the tour start date. If we do, then additional charges may apply which will notify you about in writing along with any special conditions, a due date by which we must receive full payment (tour cost and any additional charges) and the correct details for each passenger for the booking to be effective.
20. If you cancel the tour:
  - 20.1. All cancellations must be received by us in writing to be effective.
  - 20.2. The following penalties will apply depending on the date we reasonably treat your booking as cancelled by you:
    - 20.2.1. More than 90 days before the tour start date, no fines, full refund.
    - 20.2.2. 89 to 60 days before the tour start date, deposit only.
    - 20.2.3. 59 to 40 days before the tour start date, 50% of total tour cost.
    - 20.2.4. 39 to 14 days before the tour start date, 90% of total tour cost.
    - 20.2.5. Less than 14 days before the tour start date or client “no show”, 100% of total tour cost.
21. If we cancel the tour, for any reason other than force majeure:
  - 21.1. We will offer you an equivalent tour or a tour of lower price and refunded any difference between the original and new tours.
  - 21.2. If we are able to offer you a substitute tour, or you do not accept the substitute offered, then we will provide a full refund of all monies paid.
  - 21.3. We will pay a maximum €100 (one hundred Euros) compensation to each passenger except where:
    - 21.3.1. The tour has been cancelled 90 or more days before the tour start date.
    - 21.3.2. The tour is cancelled because the number of passengers who agree to take it is less than the minimum number required and you are informed of the cancellation, in writing, within 55 days of the tour starting.

22. You must have valid travel insurance to participate in any of our tours. You are responsible for obtaining the travel insurance for your trip and that it includes, as a minimum, appropriate cover for medical expenses, for repatriation in the event of medical need, for loss or damage of belongings and cover for tour cancellation or curtailment.
23. You must show evidence of your travel insurance to us before the tour starts or we reserve the right to cancel the booking, and, in this case we will consider that you have cancelled the tour.
24. If you request a first class cabin then we will do our best to obtain this. However, you acknowledge that you understand that as the number of first class cabins are limited this may not always be possible. In this situation we will obtain all four places of a second class cabin for your sole use at no additional cost to you.
25. We cannot be responsible for the safety of passengers or their belongings.
26. If circumstances force us to amend the itinerary or any contracted services, we shall notify you in writing as soon as reasonably possible.
27. We reserve the right to substitute alternative transport, accommodation or activities in the interests of the safety or comfort of our passengers and/or the successful completion of the tour itinerary.
28. Except where otherwise expressly stated in these terms and conditions, we cannot accept liability or pay any compensation where the performance of our obligations is prevented or affected by "force majeure".
29. We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from:
  - 29.1. An act or omission by any member of the tour group.
  - 29.2. An act or omission of a third party not connected with the provision of the tour and which were unforeseeable or unavoidable.
  - 29.3. Force majeure.
30. In the event of personal injury, damage or loss we shall provide all reasonable help. Our assistance does not replace the assistance to be expected from travel insurance, nor shall it replace the assistance of any responsible consulate.
31. Passengers who fail to join the trip by the means or at the time and date they previously advised us by at least 14 days' notice shall forfeit all subsequent services up to such time as they can be reasonably rejoined. Any re-scheduling so caused shall be at the passengers own expense.
32. Passengers who depart from the itinerary may forfeit all subsequent services.
33. "No-show" passengers shall forfeit all subsequent services if they fail to notify us of intention to rejoin their itinerary within 72 hours of their original arrival date. Expenses arising from re-joining the itinerary shall be at the passengers own expense.
34. Prices quoted are fully inclusive of all service costs, tariffs and fees to deliver the tour product and are valid for 14 days from the date of quotation and will be confirmed again at the time of booking.
35. Once the price of the tour has been confirmed at the time of booking, we will only increase or decrease it in the following circumstances:

- 35.1. A surcharge or refund (as applicable) will be payable, subject to the conditions set out in this item, if our costs increase or decrease due to changes in transportation costs or in dues, taxes or fees payable for services such as embarkation or disembarkation fees at ports or currency exchange rates which have been used to calculate the cost of the tour. Even in these cases, only if the amount of the increase in our costs exceeds 2% of the total cost (excluding insurance premiums and any amendment charges), will we levy a surcharge.
- 35.2. If any surcharge is greater than 10% of the cost of the tour (excluding insurance premiums and any amendment charges), you will be entitled to cancel your booking and receive a full refund.
- 35.3. If any surcharge is less than 10% of the cost of the tour (excluding insurance premiums and any amendment charges), and you choose not to pay it then we will consider that you have canceled the tour and the cancellation will be governed according to item 19.
- 35.4. You have 14 days from the issue date printed on the surcharge invoice to inform us in writing if you wish to cancel your tour. If we do not receive your written instructions within this period we are entitled to assume that you do not wish to cancel and will pay the surcharge.
- 35.5. Any surcharge should be paid with the balance of the cost of the tour or within 14 days of the issue date printed on the surcharge invoice, whichever is the later.
- 35.6. We promise not to levy a surcharge within 60 days of departure.
36. With few exceptions none of our tours or activities requires special training or above-average levels of fitness or mobility.
- 36.1. If you are in any doubt about whether you should undertake any tour or activity, you should consult a competent medical adviser.
- 36.2. If any passenger has any actual or suspected medical condition, disability or restriction of mobility which may actually or potentially affect their trip, they must give us full details in writing at the time of booking and whenever any change in the condition or disability occurs.
- 36.3. We accept a booking upon the clear understanding that each passenger has made an honest declaration of their health and fitness at the time of booking.
- 36.4. When submitting a booking, each passenger confirms that they either have, or will obtain, suitable travel insurance that will subsequently cover any penalties or costs associated with them having to cancel or curtail their tour.
- 36.5. We are unable to refund any money in respect of services from which passengers withdraw after arrival.
- 36.6. With reasonable notice, alternative versions of most of our activities may be organised for those passengers who have special needs, and a section on our booking form invites information to enable us to plan for such needs and requests.
- 36.7. If we reasonably feel unable to properly accommodate the particular needs of the passenger concerned, we reserve the right to decline their reservation or, if full details are not given at the time of booking, cancel when we become aware of these details. In this case we will consider that you have cancelled the tour.
- 36.8. If you have any special request, you must advise us at the time of booking. Although we will endeavor to pass any reasonable requests on, we cannot guarantee any request will be met. Failure to meet any special request will not be a breach of contract on our part. Confirmation that a special request has been noted or passed on to or the special request

is included on your confirmation invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability.

37. At all times passengers are subject to local law and jurisdiction. Passengers who depart from the selected itinerary may be breaking local immigration rules in which case we may not be able to assist in any material way.
38. Passengers behaving in a repeatedly disruptive or anti-social manner or who knowingly break the law may, after warning, and at the discretion of us, our representative or suppliers be required to leave the tour without recompense for termination. Under such circumstances, while we shall assist such passengers ejected from the tour, we shall not be liable for any subsequent additional costs (e.g. travel, accommodation etc), nor shall we refund any monies paid as we will consider the passenger has cancelled their tour.
39. Passengers should be advised that local duties and levies are frequently introduced, amended or increased without warning, and whilst we do our best to inform passengers of any local costs they are likely to incur, we cannot guarantee that further costs will not be imposed or increased subsequent to our recent information. Such costs remain the passengers responsibility.

### **C. Problems and Claims**

40. Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any rail, sea or road carrier or any stay in a hotel, the maximum amount of compensation we will have to pay will be limited.

The most we will have to pay for that claim or that part of a claim if we are found liable on any basis is the most the carrier or hotel keeper concerned would have to pay under the international convention or regulation which applies to the travel arrangements or hotel stay in question (for example, COTIF, The Convention Concerning International Carriage by Rail and the Athens Convention for international travel by sea).

Where a carrier or hotel would not be obliged to make any payment to you under the applicable International Convention or Regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport operator or hotelier for the complaint or claim in question.

41. Claims for compensation will be accepted in writing only, and must be received by us (with all relevant details) within 30 days of the end of the tour. You must notify us, our local representatives or the supplier of the service(s) concerned as soon as you become aware of any problem. We are unable to consider any claim where the assistance or advice of ourselves or our local representatives has been unsought, rejected or ignored.

### **D. And finally ... Russia is Russia!**

42. You must be aware that the travel and tourism industry in Russia continues to develop and in some cases may not be to the standard of European delivery, expectations or sometimes things just go plain wrong – the bus breaks down, there is a traffic jam and you miss your train, the hotel room above you floods, there is a power cut and you miss the show!

Where this occurs and it is clearly out of our control you should view this as part of the experience of visiting Russia and not as an opportunity for claiming compensation!

*Finally ... of course we will work with our partners to ensure that you have the best possible time in Russia and beyond and we welcome your feedback.*