**General Conditions of Odans Travel for Tourist Packege services**

**I. SCOPE**

1. These general conditions regulate the service of tourist packages for groups or individuals performed by ODANS TRAVEL LTD.,Unique Identity Code: 130543693, with headoffice: Sofia, 1142 Patriarh Evtimii blvd 15, tel: 02/9819648 , 02/9873132, email:[headoffice@odans-travel.com](mailto:headoffice@odans-travel.com), website: [www.odans-travel.com](http://www.odans-travel.com/) – where you can find information about the company, contracts, etc.

2. General terms:

a. In the below text, ODANS TRAVEL LTD is named “TOUROPERATOR'' and the users of the tourist package are named “CONSUMER'', no matter if its a group or individual.

b. The term ''Tourist program'' means visiting the tourist sites with a guide of the toroperator.

c. The term “Free time” in the program means that during that time the consumer does not have any scheduled activities and the guide is not with him.

d. The term ''Excursion'' in the touist program means a type of tourist package, in which the group visits different towns and has overnights in different places according to a previously designed itinerary with the purpose of sightseeing and with a tourist guide.

e. The term ''Holiday''`in the tourist program means such a tourist package, in which during a significant part of the journey, the tourist is accommodated in the same hotel and town, without obligatory guide services and a possibility for addittional tourist services with the purpose of getting acquainted the with nearby sites.

f. The abbreviations used by the TOUROPERATOR for the meals are those typically used in the tourist industry :

a. BB – overnight with breakfast

b. HB /halfboard/ - overnight with breakfast and dinner

c. FB /fullboard/ - overnight with breakfast, lunch, dinner

d. AI /all inclusive/ - fullboard and drinks at the bar and others depending on the particular place of accommodation.

3. The TOUROPERATOR has a certificate for registration 05377 for tourist agent and tour operator activities. The TOUROPERATOR has an insurance contract in accordance with Article 97 from the Bulgarian Tourism law with the insurance company ''Euroins''. The number of the insurance policy is 0650000161.

**II. PUBLIC OFFER**

4. The TOUROPERATOR provides to the consumer , directly or indirectly throught its agents, preliminary information for the offered packages or services. This information is available on the internet site of the TOUROPERATOR – [www.odans-travel.com](http://www.odans-travel.com/), the facebook page <https://www.facebook.com/OdansTravelLtd> and or email, brochures, catalogues.

The TOUROPERATOR is binded by his offer in the previous article until the available places have been exhaused. The TOUROPERATOR has the right to change the conditions of the offer, by exception, when it is in the interest of the ''ÇONSUMER''. The changes will be made in the site of the TOUROPERTOR [www.odans-travel.com](http://www.odans-travel.com/).

**III. CONDITIONS FOR BOOKING**

5. A booking is considered valid after the CONSUMER has payed 30% of the bus excursion or 50 % of the plane excursion., after signing a contract and after he has received the necessary information in the office of the Touroperator or its agent or online/when making a bank payment/.

6. Term for payment – the full payment for a bus excursion should be completed up to 15 days before the date of departure and for an airplane excursion 30 days before the date of departure. In case these terms are not met, it is considered that the tourist has cancelled his booking and the touroperator is entitled to keep the amounts that have already been paid.

7. Before making the payment, the Tourist should get acquainted with the general conditions of the Touroperator which are published in the yearly catalogue and on the site [www.odans-travel.com](http://www.odans-travel.com/). The Tourist accepts these conditions after signing a contract with the Touroperator. If the Tourist makes the payments by bank transfer/credit card , the Touroperator generates a contract up to 2 days after receiving the payment and it is valid without the Tourist's signature.

**IV. NECESSARY DOCUMENTS**

In case of travelling outside Bulgaria, the medical insurance for an acute illness with a cover up to 5000 Eur is obligatory for payment and is an inseparable part of the total price for the excursion/holiday. In case the CONSUMER would like to have a medical inurance of more than 5000 eur, it should be paid addittionally.

Attention: when travelling in Bulgaria (except mountain hiking tours), you do not have additional insurance. Upon request you can obtain an insurance for which a price will be given to you.

Documents and formalities. Foreign visitors in Bulgaria have their own responsibility to possess a valid passport or ID card, allowing them to enter the country, in which the tour is held.

Necessary documents for Bulgarian citizens :

-for EU countries – valid ID card/passport, medical insurance and necessary minimum daily amount of money required by the relevant country. Children, under the age of 18, travelling without or with only one of their parents, must have a notary sealed permission to travel outside Bulgaria and to participate in the tour.

- for Republic of Serbia, FYROM and Montenegro – valid ID card or passport.

- for countries, which require visa, additional information will be provided for every particular tour.

**V. ACCOMMODATION**

8. Seven days before departure, the Touroperator gives to the Tourist all the necessary information according to Article 82 of the Tourism law – confirms the hotels, their address, telephone, internet site. If a Tourist makes a last minute booking, the information is given upon signature of the contract. The Touroperator reserves the right to accommodate the Tourist in similar hotels as long as they are the same category. In case the accommodation is of higher than the contracted category, the Tourist is obliged to pay the rate difference if any.

**VI. TRANSPORT**

9. When travelling with a bus, the transport of the CONSUMER will be made from INTERCARS.BG LTD – [www.intercars.bg](http://www.intercars.bg/), registration 1086/2011, headoffice: Sofia, Patriarh Evtimii blvd. 15, Unique Identity Code: 130968064, licens No 0010 for International transport with a bus for the respective payment,valid until 31.12.2026 with buses Mercedes, Neoplan, Setra, Bova. The trip will be carried out with a tourist bus, the number of which will be known 3 days before the beginning of the trip. The bus will be with a sign ''ODANS TRAVEL''.

10. When the trip is carried out with a plane or it is combined bus and plane, the tourist will be given a ticket on his /her name with which he will travel.

11. The seating in the bus is in the order of which bookings have been made. Exceptions are VIP seats which are paid for. The payment for the first row is 7 % over the price of the excursion and for the second row it is 5 % over the price of the excursion. The discount for early bookings and payment for VIP seats cannot be added together. Depending on the number of passengers, the bus can have 30 to 50 seats.

**VII. CONTRACTUAL TERMS AND CONDITIONS**

12. The tourist can terminate the contract under the following conditions:

12. The traveler shall be entitled to terminate the contract under the following conditions:

• In the event of cancellation of the trip or termination of the contract by the CONSUMER, the TOUROPERATOR shall refund the paid amount for the trip, additionally withholding a denial fee of BGN 100 for airplane programs, BGN 70 for airplane and bus programs and bus programs over 7 days and 50 BGN for bus programs lasting up to 6 days:;

12.1 The CONSUMER can cancel a trip if he has notified the TOUROPERATOR , at least 90 days before the date of travel for plane trips or for bus trips that are scheduled to depart during official holidays. For bus trips that are scheduled to depart on dates that are not official holidays, the CONSUMER must notify the TOUROPERATOR, 60 days before departure. If these terms are met the TOUROPERATOR refunds the amounts paid without the taxes in point 15 and without the airplane ticket if it has been issued.

12.2 The TOUROPERATOR refunds the full paid amount in case that the CONSUMER is transffered to another bus excursion or holiday or chooses the same excursion but for a different date. If it is a plane excursion and a ticket has been issued on the name of the CONSUMER, it is not possible to change the name or date of travel. Therefore a new ticket must be issued, which the CONSUMER must pay for.

12.3 In case the CONSUMER would like to cancel the trip:

\* up to 45 days before the date of travel for bus excursions/holidays with a duration above 7 days; up to 30 days for bus excursions with a duration up to 6 days and up to 60 days for plane trips, the TOUROPERATOR withholds the deposit, paid by the CONSUMER.

\* made between 59 and 30 days before the date of the trip for plane trips, the TOUROPERATOR withholds 80% from the price of the excursion/holiday.

\* made between 29 and 15 days before the date of departure for bus excursions and with duration up to 6 days and between 45 and 20 days for bus excursions with a duration above 7 days, the TOUROPERATOR withholds 80% of the excursion/holiday.

- made in a period less than 15 days before the excursion date for bus excursions with duration up to 6 days ; if it is made in a period less than 20 days for bus excursions with a duration above 7 days and less than 30 days for plane excursions – the TOUROPERATOR withholds 100% of the paid amount.

13. A booking for an excursion/holiday is considered valid after the CONSUMER has payed 30% of the bus excursion or 50 % of the plane excursion, after signing a contract and after he has received the necessary information in the office of the TOUROPERATOR or its agent or online/when making a bank payment/.

14. Term for payment – the full payment for a bus excursion should be completed up to 15 days before the date of departure and for an airplane excursion 30 days before the date of departure according to point 10 ''b''. In case these terms are not met, it is considered that the CONSUMER has cancelled his booking and the TOUROPERATOR is entitled to keep the amounts that the CONSUMER has already paid.

15. Before making the payment, the CONSUMER should get acquainted with the general conditions of the TOUROPERATOR which are published in the yearly catalogue and on the site [www.odans-travel.com](http://www.odans-travel.com/). The CONSUMER accepts these conditions after signing a contract with the TOUROPERATOR. If the CONSUMER makes the payments by bank transfer/credit card , the TOUROPERATOR generates a contract up to 2 days after receiving the payment and it is valid without the CONSUMER signature.

16. The company offers for addittional payment ,the insurance “Trip cancellation” , which can cover the expenses for cancelling the trip, the flights, shortening or interruption of the trip. This insurance can be made up to 5 days after signing the contract with the TOUROPERATOR.

17. The TOUROPEARATOR has the right to change the prices in case there is a significant change in the exchange rates, the value of transport expenses, fuel and taxes included in the trip such as airport taxes, port taxes etc. The CONSUMER has the right to a price reduction in case the expenses are reduced after the signature of the contract and until the beginning of the trip. The TOUROPERATOR has the right to change the prices no later than 20 days before the beginning of the excursion/holiday. The increase cannot be above 8 % of the price of the package.

18. The TOUROPEARATOR has the right to change all clauses of the contract, which are not ''basic'' according to the law of tourism, when its in the best interest of the tourists and its necessary for the best completion of the trip. For instance the order of visiting the tourist objects can be changed as well as the place of accommodation if its of the same category, the time of departure and arrival etc.

19. The TOUROPERATOR has the right to change minor elements of the program when its in the best interest of the tourists.Such minor elements are :the order of visiting the tourist objects, the change in the place of accommodation if its of the same category,a change in the time of departure and arrival etc. The TOUROPERATOR organizes excursions with departures from point A/for instance London/ and end of the program until point B/for instance Paris/. For some dates the order of the program can be reverted. The Touroperator has the right to change the order of the program without informing the CONSUMER but only if the number of the nights is the same as planned and all the sights included in the program are visited. The TOUROPERATOR does not owe compensation to the CONSUMER in such cases.

20. The touroperator holds Registration Certificate 05377 for touristagent and tour operator activity and uses the trade mark ODANStravel to carry out its activity. The tour operator has concluded an insurance contract under Art. 97 of the "Tourism Act" with "Euroins Insurance" AD. The number of the insurance policy is 03700100001415 from 25.03.2018, valid until 24.03.2019.

21. Before a traveler is bound by a contract, the TOUROPERATOR shall provide the passenger with a standard form for the provision of information under appendix 1, 2, 3 and the information under Art. 1, items 1-9, which are described in this contract in points 1 to 23.

22. The TOUROPERATOR undertakes to carry out transport, transfers, tourist program, additional excursions and other services only under the conditions described in the travel program, which is an integral part of this contract.

23. At the last minute you will be charged 100% of the trip and the amount is non-refundable.

24. The TOUROPERATOR arranges the trips with departure from Sofia. The departure from and the return to the provincial cities under certain programs takes place with at least 8 tourists from the city. In the event that the minimum number of tourists traveling from the province to Sofia is not collected, the TOUROPERATOR informs the CONSUMER within three days before the trip that no transport from the province to Sofia is provided. In this case, the tourists from the province should organize transport themselves to Sofia, and the TOUROPERATOR reimburses the respective amount. The impossibility of the TOUROPERATOR to organize transport from the province to Sofia does not relieve the CONSUMER of his obligations under the contract for organized travel and is not a reason for travel cancellation or for claims for compensation.

25. In the case of air travel, the TOUROPERATOR shall not be liable in the following cases: when changing the airport of departure, the flight time, the airplane type and when the change is performed by the airline; as well as in the case of flights requiring a change in flight hours and / or in cases of unfavorable atmospheric conditions.

26. The CONSUMER is obliged to observe the order of travel by bus or plane and the internal order of the respective hotels. The CONSUMER is obliged to comply with the laws of the visited countries whether they are familiar with them or not. The CONSUMER undertakes to observe the traditions and customs of the countries he visits as in any unlawful, immoral or unethical behavior, including under the influence of alcoholic intoxication or public order, has all the consequences for his own account and the TOUROPERATOR has the right to terminate unilaterally the tourist's participation without restoring the value of the tourist service.

27. The user is obliged to pay immediately the value of any damages caused by him / her or traveling with him / her underage companions of the means of transport with which he travels or of the hotel where he is accommodated.

28. The CONSUMER undertakes to appear on time at the assembly points specified by the driver of the group. The TOUROPERATOR is not obliged to wait for a late tourist (s). All costs incurred by the CONSUMER due to delayed appearance or non-appearance of a gathering point and subsequent loss of a bus, plane, ferry, etc. are entirely at the expense of the CONSUMER, regardless of the reason for the delay. The TOUROPERATOR is not obliged to wait for the CONSUMER in the event of police, customs or passport problems and does not owe the return of the sums paid by the latter or the reimbursement of the expenses incurred by the latter.

29. When traveling by bus, the CONSUMER is entitled to carry baggage of one standard bag and 1 piece of hand baggage. The transfer of bulky objects is allowed only with the prior consent of the TOUROPERATOR and upon payment of an additional fee. When traveling by airplane, the CONSUMER has the right to carry the luggage allowable by the respective airline. The TOUROPERATOR is not responsible for the luggage of the tourists, in the case of the latter's dereliction and guilt for its preservation.

30. The CONSUMER has no right to carry objects of a commercial nature, as well as goods that are subject to a customs limitation over the permitted number or volume (eg cigarettes, alcohol, etc.).

31. In the case of a contract with a TRAVEL AGENT who works with the TOUROPERATOR and payment to the agent for services provided by the TOUROPERATOR, the latter has the right to refuse to recognize the concluded contract and not to issue a customer's voucher for the organized tour if he has not received the required payments of the TRAVEL AGENT.

THE TOUROPERATOR is bound by the offer he has given to the CONSUMER for the trip under this contract, as the program contained in the proposal is part of the contract between the parties.

32. THE TOUROPERATOR will keep the correspondence relating to this agreement with the CONSUMER - a party to this contract who undertakes to notify the third parties who benefit from this contract, if any.

33. THE CONSUMER - A party to this agreement declaring that it is fully authorized by third parties (TOURISTS) to make a request for a journey with a contract and to consent to the processing of the personal data when it is necessary. The parties may amend the agreement by mutual written consent without requesting the approval of third parties benefiting from this contract. The parties may replace the third party beneficiaries without the latter's agreement.

34. Claims are complied with if they are received in writing at the TOUROPERATOR's office or sent by e-mail within 14 days after the end of the trip. The complaint is made by the tourist in writing, with the application of relevant evidence for the substantiality of the allegations and requests, as well as other documents relevant to the case. The right to claim and/or pretension shall be exercised only by the person concerned, inclusive in the case of a contract for the benefit of a third party.

The TOUROPERATOR may require additional written or other types of evidence, including explanations of the persons concerned. The Tour Operator undertakes to respond in writing within 30 days of receipt of the claim.

35. All complaints must be marked at the place where the complaint was made by drawing up a Statement of findings signed by the accepting agency or hotel representative concerning the complaint by the tourist himself and, where appropriate, by other persons who are competent to certify the relevant circumstances.

36. For complaints submitted by THE CONSUMER in case of violation of the General Terms and Conditions, THE TOUROPERATOR shall not proceed with their examination and shall not be liable. In such cases, THE CONSUMER bears sole responsibility for property and is not entitled to claims to THE TOUROPERATOR.

37. THE CONSUMER notes here if he agrees that his / her international passport and that of the people traveling with him / her will be transmitted in the original and used by THE TOUROPERATOR for the provision of a visa service under this contract if this is necessary. THE CONSUMER is informed that biometric data is contained in his / her international passport.

38. THE CONSUMER - a party to this agreement declares that he/she is authorized by third parties - Tourists, to sign up them for the journey under this contract and to consent to the processing of their personal data when necessary.

39. THE CONSUMER declares that he has received prior information about both the Terms of the Program on which the trip will take place and The Terms of this contract and has had enough time to become acquainted with them before signing it.

40. THE CONSUMER notes here that he agrees to be contacted by Odans Travel by phone with travel offers and other useful information.

41.THE CONSUMER notes here if he does not want his e-mail address and those of those traveling under this contract to be used by THE TOUROPERATOR for the purposes of direct marketing.

42. By signing this Contract, THE CONSUMER declares in his / her own name and on behalf of his / her tourists that the listed documents relating to him / her are handed to him / her, he/she is acquainted with them and accepts them as an integral part of this contract; agrees to their application in settling the relations between him and THE TOUROPERATOR:

The General Conditions for Tourist Packages offered by "ODANS TRAVEL" (OTTP), Certificate for Tour Operator's Insurance under Art. 97 of the Insurance Act "Tour Operator's Responsibility", insurance policy № 0650000161; Standard form with preliminary information; Privacy Policy as well as other documents - Annex N1 or N2 regarding the rights of the Tourist published on the official page of ODANS TRAVEL LTD;

43. The listed documents are available in THE TOUROPERATOR's offices and on its website:

<http://www.odans-travel.com/pagebg.php?P=16HYPERLINKhttp://www.odans-travel.com/pagebg.php?P=16&SP=17"&HYPERLINK"http://www.odans-travel.com/pagebg.php?P=16&SP=17"SP=17>

44. THE CONSUMER is considered to be binding on the Terms and Conditions, which have been published on THE TOUROPERATOR's website on the day of signing this contract.

45.The present **Agreement** shall enter into force on the date of its signature and shall be valid until the final date of the trip specified in it.

Any disputes concerning the implementation of this Agreement will be settled by mutual consent of the parties. If consent can not be reached, they will be referred to a competent Bulgarian Court.