Parti	ies	to	the	Con	trac

## 1. Travel Agency

Travel Agency Ingol Ltd. Smetanova 2799, 76001 ZLÍN, Czech Republic Tel./Fax: +420 577 211 115, +420 577 018 514 IČ: 46900560 DIČ: CZ46900560

IBAN: CZ36 0300 0000 0001 5929 9630 (ČSOB) SWIFT: CEKOCZPP Facebook: Ingol

# TRAVEL CONTRACT

closed according to a law no.89/2012 Coll., New Civil Code and law 159/1999 Coll. FISHING 2018



T acebook. Ingol							
All trips organize	ed by Ingol Trav	el Agency are fully cov	ered by	/ insurance acco	ording to a law no.159/19	999 Coll. at Union Insu	rance Company.
2. Client		Phone no.			E-mail address		
Name				Date of birth		Passport no.	
Home address							
Contract price				(	Official price in a price	list	
Destination		Mongolia			Trip code		
Camp				Term			
Accommodation type				Food		ful	ll board on camp
Deposit:	1000 USD		By:		Balance:		Due to:

Important part of this travel contract are also General Terms and Conditions of Ingol Travel Agency

<u>Contract price includes</u>: local flight-tickets in Mongolia(MGL), accommodation at camp in apartments or yurts (according to a camp), food (full board at camp), 1x common final dinner in Ulan Bator after arriving from the camp, fishing license, border permission, transportation by car to the camp and back, at camp Khanagai transportation of clients and baggage also by horses or raft-boats to the camp and back, guide and interpreter in Ulaanbaatar, guide at local (regional) airports, transportation and service at the airport in ULN, transportation to the hotel in ULN and within ULN, transportation by car along the river at camp (provided there are roads and the distance won't be higher than 50km per day); lending of clothes and fishing equipment (it mustn't be destroyed) in case of loss or delay of baggage.

<u>Contract price does not include</u>: international flight-ticket to/from Mongolia, excess baggage fee on international flight, travel insurance, Mongolian visa (unless otherwise agreed), alcoholic and non-alcoholic drinks at camp; food, drinks and accommodation in towns Moron, Bayan Ulgii, Choibalsan etc., accommodation in Ulan Bator, more food in ULN if needed (apart from common dinner); excess baggage fees at local flights in Mongolia (over 15kg) including hand luggage, hiring a horse at camp (10USD/day); extra fee for car transportation (unless otherwise agreed), a visit of a log cabin; tips to staff at camp, fishing guide only on request and for an extra charge - except from groups with a guide stated by Ingol. In a case when a client interrupts their trip for other than health reasons, is liable to pay all transport costs to Ulan Bator by themselves!

#### **Further regulations:**

- 1. The international flight-ticket is not included in the contract price and client has to buy it for himself or Ingol can arrange it for him. In case that client buys the flight ticket, he/she is obliged to send the copy of this flight ticket to Ingol at latest 10 days before departure.
- 2. In case that client arranges an international flight-ticket by himself, Ingol is not responsible for any organizational problems caused by delayed or cancelled international flight, or for loss of luggage or any other problems. Additional cost for such problems pays client by himself. The client can get a confirmation from Ingol and put it on an insurance company.
- 3. Client is obliged to have a valid passport during the whole fishing trip. This passport has to fulfill all needs in the destination land particularly the validity from entering the country which means validity at least 6 months after returning from this country. Client is obliged to keep the toll, passport, health and other law rules of the destination country. Ingol is not responsible for consequences caused by not keeping these rules. Client is obliged to provide for himself the visa necessary for entering the country. Ingol can make visa on request for a fee 60 EUR (unless otherwise agreed). In this case, client has to send to Ingol following: valid passport (validity must be min.6 months after returning from Mongolia), 1x small photo, 1x filled in and signed application form, copy of travel health insurance, fee 60 EUR (cash), unless otherwise agreed. Ingol is not responsible when the Embassy declines to make visa to a client.
- 4. In case that client makes visa by himself, Ingol is not responsible when the client is not admitted to Mongolia because of any problems with visa.
- 5. Food, drinks and accommodation in towns Moron, Bayan Olgii, Choibalsan etc. pays each client by himself.
- 6. Accommodation in Ulan Bator will be paid by a client. Ingol pays only one final dinner in ULN after arriving from the camp, even in case of longer stay in the capital.
- 7. Ingol is not responsible for possible changes in international flights (delay etc.) and local flights (cancellation due to the weather, delays, etc.). All costs which arise in such case (food, accommodation etc.) will be paid by a client, if it is not agreed otherwise. These cost can be put on insurance company or Airline Company. Ingol can help with providing of needed documents.
- 8. When the baggage is delayed at international flights, client can pay for extra transportation of baggage to the camp the fee is 200-400 USD according to a distance of the camp from ULN. This cost can be also put on an insurance company or airline company. If client doesn't wish to pay extra fee for transportation of baggage to the camp, baggage will stay in the office of Ingol in ULN and will be returned to the client before his departure from ULN back home.
- 9. Client will pay all excess baggage over 15kg at local flights in Mongolia (1kg=1-2 USD\*\*\*). Attention also hand baggage and fishing equipment are included in 15kg!
- 10. The terms of fishing trips are scheduled long time in advance. These terms can be changed a little bit due to the flight companies (especially local flights in Mongolia). Ingol is not responsible for these changes, but Ingol gives a notice to a client in advance and offers a term and program adjustment. Ingol reserves the right for term changes due to Mongolian flight schedule. A journey from/to Moron can be replaced by a coach when domestic flights are cancelled.
- 11. Client is obliged to pay the deposit on time and also to pay the balance due according to the Payment Plan.
- 12. Ingol reserves the right for audiovisual production made during the trip. Clients are not allowed to provide those productions for commission to the third party without Ingol approval.
- 13. A visit of a log-cabin under camp Khanagai the price is specified by an agreement with Mongolian guide; but minimal charge is 60 USD per person and day; a trip by a raftboat from camps Tengis and Khanagai down the river cost at least 10 USD per person (transportation of raft-boat back to the camp).

\*\*\* All information about prices written in points 1-13 are only informative and are valid in year 2017, in 2018 the prices might be changed.

Client is hereby obligatorily applied for a trip mentioned above and he claims that with regard to a special character of the fishing trip he participates in this trip at his own risk and at his own responsibility with all possible law consequences. Client was instructed about the safety rules and he is obliged to keep these rules during the trip and he promises to use a life-jacket in boat or raft-boat at all times and when riding a horse he promises to respect the advice of Mongolian guide and keep safety when riding a horse. Client claims, that he carefully read and that he agrees with the program and price conditions of the trip, which are binding. Client got acquainted with conditions of cancellation of this travel contract and also got acquainted with a cancellation fees policy. Client claims that all obligatory data given by him in this travel contract are truthful.

Date; stamp and signature of Ingol :	Date; signature of a client

# General Terms and Conditions of Ingol Travel Agency

- 1. Client possesses valid travel documents (passport validity has to be at least 6 months after returning from the trip).
- 2. Client has his own travel insurance for the period of the trip.
- 3. Client is in appropriate health state especially at fishing and touristic trips to Mongolia, where the standard health care is not provided, it is in client's interest to check his own health state and to arrange health insurance for travelling. If the client does not do this, he is responsible for all cost which will be necessary for possible treatment.
- 4. Client will keep safety when fishing especially wearing of life-jackets by transportation in a boat or raft-boat and using wading sticks while fishing.
- 5. Client is acknowledged that at all camps, where fishermen are transported by car along the river, client will pay 20 USD per person (when 4 people in the car) for the journey which is more than 50km in one day. At camps Tengis and Selenge Rashant, client can use free of charge one car trip to distant rivers Shargin or Ider Chulut and Delgermoron. More than one journey has to be paid by client as it is written in the first sentence of this point, unless otherwise agreed.
- 6. Client was instructed before the signing of this contract about the fact that according to the Mongolian law no.79 from the year 2008 point 17.9 the fishermen are not allowed to use treble hooks when fishing for taimen; fishermen are only allowed to use single hooks without barb. Fishermen are not allowed to use live baits (mice, etc.), they are allowed to use only artificial baits. After catching the fish and eventual photographing, taimen has to be immediately given back to the water unharmed!

#### 7. <u>Price</u>

The price consists of deposit and balance. Client is officially entered by deposit payment (1000 USD) and signing travel contract. If client withdraws from contract in 90 days before departure, will be charged by 50% of his deposit even in a case of health problems, unless otherwise agreed. Client can cover those costs by insurance in advance. If client finds a substitute, will receive all amount of his deposit. The price of services is arranged on the basis of individual demand of the client by an agreement between the client and Ingol. If there is any change (in period from the contract signing until 21st day before beginning of the trip) which will lead to price increase (especially changes in the flight-ticket price, accommodation price, fees etc.) Ingol has the rights to heighten the contract price (up to 10% from the contract price). Ingol is obliged to inform client about this price change and contract price increase in a written form. If there are circumstances in which, during or possible consequence could not Ingol prevent or circumstances that are the customer, based on which the customer does not fully use the paid service, the customer is not entitled to a refund of the price or discount on the price. The balance due has to be paid by a client at latest 45 days before the beginning of the trip. In case there is a delay in payment, the client has to pay a fine, which is 0,1% of the balance due amount for every day of delay. Client has a right to cancel the travel contract before the beginning of the journey – by written form only.

If client cancels the travel contract in a time period shorter than 90 days from the beginning of the trip, he is obliged to pay to Ingol these fines:

- 89 45 days before departure
- 44 30 days before departure
- 100% of deposit paid by client 75% of the whole contract price
- 29 0 days before departure
- 100% of the whole contract price

Cancellation fees will not be applied in these cases (only 50% of deposit):

1. In case that Ingol changes terms or contract price by more than 20%.

- 2. In case of severe illness of client (doctor document needed) or in case of death of a family member.
- 3. In case of vis major.
- 4. In case that client finds alternative person instead of himself (at latest 30 days before departure).

Attention - in case that there is a cancellation from the client from the cases written above and the period is shorter than 5 days before departure, the contract price will be charged in whole amount! In case that client gets from Ingol a discount higher than 5%, he will be given back only financial means for unfulfilled services above the discount amount, which the client got.

At least 30 days before beginning of the trip client can inform Ingol that he found an alternative person instead of himself. This change has to be given to Ingol in a written form. This alternative person becomes a client of Ingol by the day of receiving the document. This document has to include an affirmation from a new client that he agrees with a travel contract and that he meets the conditions for participating in the trip.

In case that a client has ordered drinks for camp and he will cancel the trip, he is obliged to pay the whole amount for ordered drinks or he can sell these drinks to other fishermen in his/her group so that Ingol receives the money for these drinks.

#### Modification of agreed services

Although our journeys are prepared with big care several months in advance, some inevitable modifications can happen. Ingol reserves the right of such modifications, which can happen in case of bad weather, technical state of airplanes and helicopter (substitution of air transportation by terrain cars is possible), changes in fishing places, changes in accommodation type etc. Ingol will provide suitable alternative, which will not be additionally charged to the client. Ingol is not responsible for any loss caused by changes in services if these changes were caused by a client or the third party, which is not related to providing services and also if such changes are unpredictable or unavoidable due to vis major. In exceptional cases the fishing camp (yurts) can be moved for a special fee to another place. This can always happen only after agreement with Ingol (or Ingol Zoloot) delegate!!

#### <u>Claims</u>

Complaints to the fulfillment of the agreed services may be applied to a representative of Ingol (group leader) on-site tour in written form. And this can be confirmed by representatives of Ingol in Mongolia. This confirmed claim is needed to be send to Ingol right after returning to the Czech Republic within 1 month from the end of the tour.

This travel contract is printed in two same pieces, one of which gets each part (one for client, one for Ingol). When signing this contract, client got a certificate about insurance for case of bankruptcy of Ingol Travel Agency (shown below).

Insurance company: Union, a.s., Bajkalská 29/A, 813 60 Bratislava, Slovak Republic, Tel: +421 22081 1811	EuroCross Assistance, Czech Republic, Tel. +420 2 9633 9644			
IČO: 31 322 051, DIČ: 20 20 800 353;	Lazarská 13/8, 120 00 Praha 2, Czech Republic			
Insurance contract no. 11-63589				
Obligatory insurance of guarantee for case of bankruptcy of a travel agency.				
Obligatory insurance of guarantee for case of bankruptcy of travel agency is arranged according to a law no.159/1999 Coll.				
And this insurance relates to:				
- transportation from trip destination to the Czech Republic, if the transportation is included in the trip price				
- paid deposit or whole amount, if the trip was not realized				
- the difference between paid price of a trip and the price of partly realized trip,				
The insurance is valid only for trips bought or realized in term from 1.1.2018 until 31.12.2018.				
The insurance is limited by amount of 2 700 000 CZK.				
Client can apply for his claims (in case of insurance event) at the address shown above or on a telephor	ne number of Union Insurance Company and namely until 30 days			
at latest from the day of supposed trip ending.				

### I have read and agree with all above written terms and conditions of Ingol Travel Agency.

Date; stamp and signature of Ingol:

Date; signature of a client