

## THE TRAVEL AGENT AGREEMENT

This agreement is made the \_\_\_\_\_

Between

The Company Joint Venture ALMATUR- OPOLE whose register office is situated at 26/ 2 Ozimska Str. 45- 058 Opole, hereinafter called the Promotor represented by the Director Mr. Czeslaw Choros who is an authorized signatory for the purpose of this agreement

and

\_\_\_\_\_ the Travel Agency whose registered office is located at

\_\_\_\_\_ hereinafter called the Agent represented by \_\_\_\_\_ who is and authorized signatory of the company for the purpose of this agreement.

### 1. SUBJECT OF THE AGREEMENT

1.1. The Parties hereby agree as follows:

The Agent is independent and his purpose is to buy travel services such as: book the hotel rooms, book the sanatoriums and resort services, excursions and transport services in Poland from the Promotor.

### 2. DUTIES

#### 2.1. DUTIES OF THE AGENT

2.1.2. To advertise the travel services of the Promotor at his expense.

2.1.2. Agent accepts such engagement and for the period herein specified agree to endeavor to find buyers for the travel services within its Territory. The Territory of the Agent shall not be limited.

2.1.3. To pay the Promotor for the agreed travel services after receiving the written confirmation in the appointed time (as per clause 4).

2.1.4. To pay the Promotor for the travel services according to its indicated rates.

2.1.5. To notify the Promotor by fax or by e- mail about a cancellation of booking made by client.

2.1.6. To notify the Promotor about a claims made by the client within 15 days from the date after the termination of the travel service.

2.1.7. Not to use the Promotor advertisement and promotional materials and to advertise other tourist companies.

2.1.8. To provide the Promotor all the necessary documents concerning their cooperation.

#### 2.1. DUTIES OF THE PROMOTOR

2.2.1. To provide high quality travel services to the Agent.

2.2.2. To provide the Agent with materials, brochures and all necessary information concerning the travel services.

- 2.2.3. To notify the agent of any reservations as for using the Promotor and of any visa requirements before signing the agreement.**

### **3. TERMS OF BOOKINGS**

- 3.1. Booking requests shall be made by sending a complete Booking Form (in English) with full details of the client by fax or e-mail to:  
Fax nr: + 48 77 453 99 26  
E- mail: [opole@almatur.pl](mailto:opole@almatur.pl)**
- 3.2. All reservations are subject to availability. The Promotor is obliged to send a written confirmation or refusal according to the Agent within 48 hours of a previewed booking.**
- 3.3. The Promotor reserves the right to cancel the booking despite a written confirmation within 48 hours without giving a reason.**
- 3.4. The Promotor regrets that if the payment is not received on time as per clause 4.1. may cancel the booking.**
- 3.5. The Promotor reserves the right to alter the travel services which does not effect the standard and occupation. The Promotor will notify in writing and obtain binding acceptance of this change the Agent about the changes before selling the travel services.**

### **4. TERMS OF PAYMENT**

- 4.1. The Promotor must receive 30% of all payment within seven (7) days after sending the written confirmation of booking the 70% balance will be forward to the Promotor at least 14 days before the arrival date.**
- 4.2. To book Last Minute tours the Agent shall pay the whole amount at least 3 days before the beginning of the tour. The agent shall send a proof of payment by fax to the Promotor to confirm this booking.**
- 4.3. In case the Promotor is not getting the agreed amount from the Agent his clients lose the right can not use the travel services.**
- 4.4. When making the payment The Agent shall indicate the particular travel services he wants to pay for.**
- 4.5. The Agent is obliged to pay fine of 0, 2% of the total agreed amount per day for the delay in payment.**

### **5. LIABILITY AND CHARGES**

- 5.1. The Agent must accept financial responsibility for all transactions made under your name or account.**
- 5.2. If the Agent cancels the reservation the Promotor has to apply the following cancellation rules:**
- 30- 16 days before arrival date - 10% loss of the total price of the travel services.**
  - 15- 8 days before arrival date - 25% loss of the total price of the travel services.**
  - 7- 3 days before arrival date - 50% loss of the total price of the travel services.**
- 5.3. The Promotor can apply additional charges to the Agent prior to selling the travel services.**

## **6. HIGHER FORCES**

- 6.1. In the case of partial or complete breach of contract, caused by unforeseeable events such as fire, war, natural disaster, or any other acts of God, as well as legal actions taken by the state, which may have an impact on the fulfillment of the contract the parties are not responsible for this agreement.**
- 6.2. In the event of unforeseen forces the Promotor reimburse all the funds except for its actual expenses incurred till the moment they has occurred.**
- 6.3. The Party which is unable to fulfill its responsibilities because of the unforeseen forces is obliged to inform the other party immediately but not later than 3 days from the moment the unforeseen forces has occurred. Failure to inform the other Party about the unforeseen forces the agreement shall remain in full forces and effect it does not release the liabilities for this agreement.**

## **7. DURATION AND TERMINATION**

- 7.1. This agreement comes into force on the date above.**
- 7.2. This agreement is initially made for 1 year.**
- 7.3. Either party can notify in writing the other at least 3 month notice that they do not want to continue.**
- 7.3. Either party can terminate this agreement with immediate effect when:**
  - 7.3.1. The other party hasn't fulfilled the duties of the agreement.**
  - 7.3.2. The party falls short of payment after 30 days.**
  - 7.3.3. One party has no means of payment or is declared bankrupt.**
- 7.4. Termination. In the event of sudden termination of this agreement under this or any other provision of this agreement, there shall be no liability of any party to this Agreement, all financial means will be credited the Promotor.**

## **8. LEGAL JURISDICTION AND GOVERNING LAW**

- 8. 1. Alternations to this agreement have to be made in writing and signed by both parities to become valid. No oral supplementary agreement is valid.**
- 8.2. This Agreement shall be governed, construed, interpreted, and enforced in accordance with the Polish Laws.**
- 8.3. Any dispute or matters which arise between the Agent and The Promotor will be dealt by the Courtin Opole.**

## **9. DISTRIBUTION**

- 9.1. Both contractual parties confirm that they have received a written copy of this agreement in English.**

## **10. BANK DETAILS AND ADDRESS OF BOTH PARTIES**

**The Promotor**

**The Agent**

**AMATUR-OPOLE Sp. Z o. o.**  
**45- 058 Opole, ul. Ozimska 26/ 2**  
**Tel. 077/ 4545120, 453 9921; fax: 4539926**  
**NIP/ NIF: 754-033-74-51**  
**Krajowy Rejest Sadowy: 69853**  
**Bank account: SWIFT: INGBPLPW**  
**ING Bank Slaski S.A.**  
**IBAN: PL81 1050 1504 1000 0022 6119 2096**