



RUSSIAN CONCEPT Sarl

Créateurs de voyages

GENERAL CONTRACT TERMS

General contract terms and travel conditions for package tours and individual services provided by Russian Concept Sarl

1. Validity of the contract

A contract between you and Russian Concept comes into force when we receive your written, telephone, electronic or personal reservation and issue our confirmation. These general contract terms and travel conditions are a part of this contract.

Russian Concept acts as an intermediary for travel arrangements made by other operators. The terms and conditions of those operators apply in such a case. The same applies to individual services (car hire and flight, etc.), which Russian Concept does not offer as a package deal, but which you have put together for yourself.

The reservations made by Internet can be cancelled by writing in the seventh days following their transaction. The time is respected if the declaration of the cancellation is sent by postal or electronic mail the seventh day.

In case of cancellation, the two parties must refund the services which have been already carried out. You must, moreover, reimburse our use and installation expenses. Subject to do other expenses of installation, we perceive expenses of file to height of € 40.-/contrat.

2. Payment conditions

2.1 All prices include Value-Added Tax at the legally prescribed rate and are prices for payment in cash.

A deposit of 50% is due at the time of reservation. The balance must be paid 60 days before departure.

In the case of reservations made less than 60 days before departure, the full amount is payable immediately on receipt of the invoice.

Where special offers and tariffs apply, the full amount is payable immediately.

We may cancel your reservation if you fail to meet these payment dates. The cancellation cost in accordance with Clause 5 will apply.

Prices shown in foreign currencies will, unless otherwise agreed, be converted in Euro at the exchange rate in force at the time and debited accordingly. The payments can be done in Swiss Francs converted in the internal exchange rate of the day.

The prices of arrangements are in Euros, per person, lodging in double room, except for specific indications in the wording of the price lists.

2.2 Contractual expenses by order.

In addition of the prices mentioned, we can perceive additional expenses for reservations and the management of the files, in particular, a contractual tax by order. We can perceive expenses of file to height of € 20.-/contrat.

3. Secure Payment by Internet

3.1 Sécurité of the data transmission

Saferpay is a comprehensive Internet payment platform, specially developed for commercial applications. It provides a guarantee of secure payment processes over the Internet for cardholders. Telekurs Card Solutions payment gateway fulfils all the demands made by credit card companies. Only the most modern security and encryption technologies are used. The payment gateway is monitored 7 days a week and 24 hours a day and guarantees highest availability.

The consumer's credit card number and expiry date are entered into the Saferpay payment window rather than the merchant's e-commerce application. Since the E-Commerce application and Saferpay are operated on physically separate platforms, there is no risk that the credit card number and expiry date could be stored in the e-commerce application database. The risk of credit card misuse is therefore considerably reduced.

3.2 Protection of the customer's data

Russian Concept takes care of the safety of your personal data and respects your choices regarding their use. We carefully protect your data against any risk of loss, abuse, access or disclosure to unauthorized people, falsification or destruction.

Your personal data is never transmitted outside the company without your agreement. Within the company, the data is stored on computers whose access is limited and protected by passwords. Your information can be stored and processed in Switzerland and in any other country of residence of Russian Concept or its subsidiary companies.

4. Compulsory Cancellation-, SOS-Return-Journey and Airline-Insolvency Insurance

Any person being registered with one of our trips must be covered by an insurance cancellation and repatriation assistance. Luggage insurance is the responsibility of the client. The cancellation - repatriation - luggage insurances are not included in our all-in prices. If you are not covered by such private insurance, we propose an insurance from Elvia whose premium will be invoiced to you separately at a price varying according to the services to be covered. If your voyage is cancelled or delayed, the insurance company will refund the cancellation expenses until competition of the effective arrangement price. The additional expenses for delayed departure will be also covered.

5. Cancellations and changed reservations

Signature: _____

The first two modifications to the program which take place at the time of the preparation of the voyage and before its reservation are free. As of the third modification, expenses of 40 € for each request for modifications will be invoiced to you.

Cancellations or changed reservations are only valid if they were sent to us by registered post or were made by you in person at the agency handling your reservation, and if we are in possession of your travel documents. Excursion or theatre tickets reserved specially for you cannot normally be returned or altered.

a) The handling charge in all cases will be 40 € per order.

b) In addition to the handling charge, the following costs will be incurred:

5.1 Air package tours, cruises and hotel reservations without Russian Concept transport and all the travels except the ones indicated in points 5.2, 5.3, 5.4.

More than 60 days before departure: 150 CHF

60 -45 days before departure: 30% of the cost of the holiday

44 -21 days before departure: 50% of the cost of the holiday

20 -14 days before departure: 80% of the cost of the holiday

13 -0 days before departure: 100% of the cost of the holiday

Missed departure or curtailment of the holiday: 100% of the cost of the holiday

Air companies could force Russian Concept to issue airplane tickets more than 1 month before departure. Any modification by the client will be considered as cancellation and point 5.3 will be charged. Russian Concept can apply sell agreements imposed by air companies.

5.2 Rail package tours

60 -45 days before departure: 30% of the cost of the holiday

44 -21 days before departure: 50% of the cost of the holiday

20 -0 days before departure: 100% of the cost of the holiday

Missed departure or curtailment of the holiday: 100% of the cost of the holiday

5.3 Flight special offers

Since the reservation : 100 %

5.4 Flight tariffs

Changes to reservations are often not possible and the cancellation costs can be up to 100%.

6. Substitute persons on Russian Concept package tours

If you are unable to join a package tour, Russian Concept will accept a substitute person, who will take over the travel arrangement from you under the same conditions.

The substitute person must be notified to us in good time, and their ability to participate must not be obstructed by any legal or administrative orders. In the case of air journeys, it should be remembered that the airlines may apply other conditions; in particular, they are not always prepared to accept a substitute person.

The handling charge is 40 € per order. You are personally responsible in any case for paying for the arrangement, including any charges.

7. Cancellation

If Russian Concept estimates that a voyage cannot start or must be stopped before its term because of a case of absolute necessity (p. e.g. natural disaster, water level too low or too high, political disturbance in the holiday place, when these events necessitate not making the voyage), or because of acts of the authority or strikes, Russian Concept has the right to deduct from the payments that it restores you the expenses which it already engaged and which it must pay. The right to additional compensation is excluded.

In the event of force majeure, political unrest, strikes or catastrophes, etc., cancellation may be made by Russian Concept at short notice for security reasons. In such cases, you will receive a refund of all amounts paid.

8. Changes to prices and programs

Price changes

Russian Concept may change its published prices in the following cases:

Additional price increases by transport companies (e.g. fuel supplements).

New or increased government duties (e.g. Value-Added Tax) or charges (e.g. airport taxes).

Modification of change rates.

Any price increases will take effect not later than 14 days before the agreed date of departure. If the increase exceeds 15% of the published price confirmed by us, you will have the right to withdraw from the contract with no penalty. Your written notification must reach Russian Concept within 5 working days following receipt of our advice.

Programs changes

Russian Concept reserves the right, acting in your interests, to change the travel programs or individual services (e.g. accommodation, transport, airline, etc.), if required due to unforeseen circumstances. We will inform you as soon as possible in the event of changes to a significant condition of the contract. If Russian Concept discovers after the time of departure that a considerable proportion of the agreed service cannot be provided, we will endeavor to provide an equivalent replacement service.

Insufficient participation

All our voyages suppose a minimal number of participants; this number can vary from case to case. If the number of participants announced is not enough for a

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voyage, or if particular circumstances occur, which oblige Russian Concept to modify the services offered in the leaflets, Russian Concept can cancel the voyage at the latest, 15 days before the date fixed. In this case, we endeavour to offer a replacement program of the same value. If you reject the replacement program, we will restore you all the money already paid. All rights to supplementary compensation are rejected.

Additional expenses, resulting from prolongation of the voyage or modifications of itineraries due to unforeseen circumstances, are supported by the participant himself.

9. If you are not satisfied with your holiday

We want you to return from your holiday satisfied. That is why we describe our services and local conditions objectively and check our partners regularly. If, in spite of this, your holiday fails to meet the description in the order confirmation, or if it is otherwise marred by significant shortcomings, you should proceed as follows:

a) Inform the service provider immediately (e.g. the hotel) the local representative of Russian Concept and Russian Concept and ask for immediate and free restitution. If no restitution measures are possible, ask for written confirmation of the circumstances.

b) If the service provider fails to offer an acceptable solution within 48 hours, you can make your own arrangements for restitution. The costs incurred by you will be refunded by Russian Concept within the scope of the services originally ordered and subject to production of supporting documents.

You will forfeit your rights to compensation (Article 10) if you fail to report any problems following the procedure described above. Once you have returned from your holiday, we can no longer consider your claims.

10. Responsibility of Russian Concept

If the service provider fails to provide a remedy in the event of a problem, Russian Concept will compensate you in cash for the decrease in the value of the service provided and for your additional expenditure. You are not entitled to ask for compensation for program changes caused by delayed air or rail services, airline timetable changes or force majeure (acts of war, strikes and catastrophes, etc.), over which Russian Concept has no influence.

a) Loss or damage

If loss or damage is caused by fault on the part of Russian Concept or a company appointed by Russian Concept, the maximum amount of compensation will be restricted to the price paid for the arrangement.

b) Limitation of liability

Claims for compensation cannot be brought if the damages occurred as a consequence of an act of negligence on your part, negligence on the part of a third party (not appointed by Russian Concept), unforeseen

circumstances or force majeure. Russian Concept cannot be held liable for loss or damage which, in spite of their having exercised all due care, could not be foreseen or prevented either by Russian Concept or by our partners.

c) It is possible that the excursions or demonstrations, which you reserve on the place of your holidays, involve certain risks or require an excellent physical condition. Russian Concept does not assume any responsibility for this type of reservation.

d) Claims for compensation

Any claims must be submitted to Russian Concept in writing within 20 days of returning from the holiday. All claims for compensation lapse after one year.

11. Entry regulations

You are responsible for making the necessary holiday preparations (passport, visa, vaccinations). Please enquire directly at the embassy or consulate concerned. Russian Concept can provide you with any invitation that you can need. The corresponding price will be billed to you.

12. Jurisdiction

The relationship between you and Russian Concept is subject exclusively to Swiss law. Suits against Russian Concept may only be brought at Geneva, Switzerland.

13. Language schools

These holidays are subject to separate terms and conditions, of which you will be informed at the time of making the reservation or offer.

Russian Concept, 08/12/2003

Date : _____

Location : _____

Signature: _____