

# The Conditions of the Organised Tourist Travel Contract (regular flights)

## 1. Obligations of the parties to the Contract

1.1. The Tour Organiser shall undertake to:

1.1.1. Ensure that the Tourist(s) receive(s) all the services specified in the Contract in a proper manner, taking into account the Tourist's legitimate expectations, irrespective of whether these services are to be provided by the Tour Organiser itself or by other providers of tourism services. The Travel Advice, posted on [www.coraltravel.lt](http://www.coraltravel.lt) and other materials describing the trip and the modified programme, are an integral part of this Contract. The Tour Organiser's website

[www.coraltravel.lt](http://www.coraltravel.lt) posts the most up-to-date and relevant information about the trip and changes to the programme after the Contract is concluded.

1.1.2. If the minimum number of Tourists, i.e. 80 per cent of the seats on the scheduled flight, is not reached, notify the Tourist about the cancellation of the Contract in a durable medium before the start of the trip not later than within:

1.2.1. 20 days if the duration of the journey is longer than 6 days;

1.1.2.2. 7 days, if the duration of the trip is at least 2 days and not more than 6 days;

1.1.2.3. 48 hours if the journey is less than 2 days.

If the Tourists are duly and timely notified about the cancellation of the Contract and the money paid for the trip is refunded, the Tour Organiser shall not be liable for any damages suffered by the Tourists.

1.1.3. In sufficient time before the start of the trip, provide the Tourist with the necessary tickets in the form of the Contract or in another form of the Tourist's choice, information on the estimated time of departure and, where applicable, the check-in period and the estimated time of waiting at intermediate stops, transport connections and arrival.

1.1.4. Provide general information on passport and visa requirements in the country of destination, including the approximate length of the visa process, and information on health-related formalities (information on the epidemiological situation of communicable diseases in the countries of destination, mandatory and recommended preventive measures, information on the procedure for taking out health insurance) or provide links to this information. The latter information, or links to official websites where such information is available, shall be published on the website of the Tour Organiser [www.coraltravel.lt](http://www.coraltravel.lt).

1.1.5. Provide information on the name, address, telephone number, e-mail address, fax number of the local representative, tour manager, contact centre or other service of the Tour Organiser that enables the Tourist to quickly contact and communicate with the Tour Organiser, to seek assistance in the event of difficulties encountered by the Tourist, or to lodge a claim for improper performance of the Contract or for breach of the Contract. If there are no such representatives of the Tour Organiser, the Tourist shall be provided with a telephone number to call in case of an emergency or with information that would help him/her to contact the Tour Organiser. In the case of minors, provide the parent or guardian with information enabling direct contact with the minor child or the responsible person in the minor child's location. This information shall be published on the website of the Tour Organiser [www.coraltravel.lt](http://www.coraltravel.lt).

1.1.6. Provide information on optional or compulsory insurance to cover the costs of cancellation or assistance, including the return of the tourist to the original place of departure, in the event of accident, illness or death. Accordingly, the Tour Organiser shall inform the tourist that it is not compulsory, but advisable, to take out insurance against medical expenses during the trip, travel insurance against missed journeys, accident insurance, etc. at the time of departure. This information, or links to official websites where such information is available, shall be published on the Tour Organiser's website [www.coraltravel.lt](http://www.coraltravel.lt).

1.1.7. To use the personal data provided by the Tourist(s) only for the purpose of processing travel documents and booking travel services.

1.1.8. Without undue delay to help a Tourist(s) in difficulty during their trip or in case of force majeure:

1.1.8.1. to provide relevant information on health services, local authorities and consular assistance;

1.1.8.2. to assist the Tourist in using telecommunication facilities;

1.1.8.3. to help find alternative travel services.

1.1.9. Where the Tour Organiser is obliged to reimburse the Tourist for all or part of the money paid for the trip by or on behalf of the Tourist, the reimbursement shall be made without undue delay, but not later than within 14 days from the date of termination of the Contract, unless, within this period, in cases provided for in the Law on Tourism of the Republic of Lithuania, the Tourist and the Tour Organiser agree on the refund of the money paid for the trip that has not taken place by the means and under the terms and conditions set out in this Law.

1.2. The Tourist shall undertake:

1.2.1. To pay for the trip on time and in accordance with the terms of the Contract. If the Contract is concluded more than 28 days before the start of the trip, the Tourist must pay 5 % in advance and the balance at least 28 days before the start of the trip; if the Contract is concluded less than 28 days before the start of the trip – the full price of the trip (standard payment terms). The conditions for payment of the trip in this paragraph do not apply if the Tourist has concluded a financing/consumer credit agreement to finance the trip. When the Tourist purchases the trip under the terms of an advance purchase or a special offer, a trip with a departure outside Lithuania and/or a trip or subject to special payment terms, the payment terms for the trip which differ from the standard payment terms referred to in this clause shall be separately stated in the Contract.

1.2.2. To provide in a timely manner all information and documents necessary for the Tour Organiser to perform this Agreement.

1.2.3. To arrive on time at the starting point of the journey, comply with the Trip Organiser's instructions for the journey or individual parts of the journey, and observe public order, international rules of carriage for passengers,

baggage procedures and the quantity, number and prohibitions of items brought into the country. To comply with the instructions of the border and customs authorities. If the Tourist fails to arrive at the intermediate point of departure on time, he/she must return at his/her own expense to the initial point of departure or to the next intermediate stop on the itinerary.

1.2.4. To compensation for damages caused during the trip (damage to hotel equipment, vehicles, etc.). In the case of damage caused by a minor, the person responsible for the minor will be liable for all damages. If the Tourist accepts the fault and agrees to pay for the damage, it must be paid locally. In cases where the Tourist does not accept the fault, the Tour Organiser shall be entitled to recover the damages in accordance with the procedure established by the legislation of the Republic of Lithuania. The Tourist shall not be obliged to compensate for damages caused by force majeure.

1.2.5. Take security measures during the trip to protect their property from theft (e.g. not to leave their belongings unattended in the bus, to keep their personal documents, money and valuables in their hotel room or in the safe at the reception desk, to keep them close to themselves during excursions, and, in particular, not to leave them unattended in places of large crowds).

1.2.6. The Tourist, the main party to this Contract, is obliged to inform the other Tourists – the beneficiaries that the tour is organised only in accordance with the terms of this Contract and all Tourists are obliged to comply with all the terms of the Contract and to provide them with all information sent by the Tour Organiser after the conclusion of the Contract.

1.2.7. ATTENTION! Persons with disabilities or reduced mobility who may require special assistance during air travel must make arrangements for the confirmation of seats with the actual flight operator or the tour operator before purchasing the ticket or package of the organised tour. Please note that different airlines also consider persons with reduced mobility to be persons with visual, hearing or intellectual disabilities. Thus, persons with reduced mobility or their representatives as well as representatives of children travelling unaccompanied by an adult must inform the actual operator of the flight or the tour operator, as for safety reasons no more than 2 passengers with reduced mobility and 4 children travelling unaccompanied by an adult may be carried on a single aircraft. In certain cases, a person's mental, emotional, physical or other medical condition may have a negative impact on the flight, both on the tourist and on the persons travelling with him/her (persons with special needs, with pacemakers, respirators, cardiac conditions, preparing for operations, etc.). These tourists must therefore consult and obtain the authorisation or advice of a medical doctor before entering into a contract for the provision of tourism services, taking into account the possible risks during the trip. If the tourist did not warn about his/her medical condition or possible risks and did not coordinate the flight with the operating carrier or tour operator, he/she assumes all the possible risks and negative consequences of such behaviour. It is noteworthy that under the general conditions of carriage of passengers and baggage of different airlines, the carrier has the right to refuse to carry such a passenger. Disabled persons and persons with reduced mobility are also advised to check with the travel agency or directly with the tour operator in the pre-contractual relationship whether the hotel in question will be able to provide adequate accommodation and will be accessible to disabled persons. Please also check the accessibility of the facilities around the hotel for disabled persons.

## 2. Termination, withdrawal of the Contract

2.1. The Tourist has the right to cancel the Contract at any time before the start of the trip. If the Tourist represents other participants, the Tourist shall act for and on behalf of such participants and shall be fully responsible for any actions taken in relation to such participants.

2.2. If the Tourist cancels the Contract, the Tour Organiser may require the Tourist to pay a reasonable cancellation fee as set out in the Contract. The amount of the cancellation fee depends on the time remaining before the start of the trip .

Termination of the Agreement	Amount as percentage of the trip price
28 and more days before the start of the trip	5 %
27 to 11 days before the start of the trip	50%
10 to 6 days before the start of the trip	80%
5 days or less before the start of the trip	100 %

- Depending on the accommodating and air transportation services providing partners', which travel assistance the organizer uses, charging procedures, special termination conditions may be applied. About such special termination conditions, which constitute the exceptions of the above-mentioned general terms and conditions, the tourist is informed separately.

In all the above cases, the amount of the cancellation fee may not exceed the price of the trip as set out in the Contract.

2.3. The cancellation terms for flights and/or accommodation included in the package may differ in the case of special promotions from the standard cancellation fee terms set out in this section. Cancellation conditions which differ from the standard cancellation fee conditions referred to in this clause shall be specified separately in the Special Conditions of the Contract.

2.4. If the Tourist refuses to go on a trip where he/she has concluded a financing (consumer credit) agreement for the financing of the trip, he/she must reimburse the Tour Organiser for the losses incurred, as set out in the table above, up to the maximum price of a single trip, and for the termination of the consumer credit agreement, the Tourist must settle the termination of the

consumer credit agreement with the consumer credit provider in accordance with the procedure laid down in the Consumer Credit Act and/or the Consumer Credit Agreement.

2.5. The Tourist has the right to cancel the Contract without paying the cancellation fee in the following cases:

2.5.1. if the Tour Organiser changes the terms and conditions of the Contract before the commencement of the trip and the Tourist does not agree to the changes proposed by the Tour Organiser within a reasonable period of time specified by the Tour Organiser, when:

2.5.1.1. the Tour Organiser is obliged to make substantial changes to any of the main services and/or features of the trip before the start of the trip;

2.5.1.2. the Tour Organiser cannot meet the specific requirements of the Tourist as specified in the Contract;

2.5.1.3. the Tour Organiser offers to increase the price of the trip by more than 8 percent in accordance with Article 6.752 of the Civil Code of the Republic of Lithuania;

2.5.2. If the Contract cannot be further performed due to the deficiencies indicated by the Tourist and the Tour Organiser fails to remedy the deficiencies within a reasonable period of time set by the Tourist. In the cases provided for in Part 3 Article 6.752 of the Civil Code of the Republic of Lithuania, the Tourist may request a reduction in the price of the trip or compensation for damages;

2.5.3. If force majeure circumstances occur at or very close to the trip destination which may make it impossible to carry out the tour or to take the Tourists to the destination. In such a case, the Tourist shall be entitled to the refund of the money paid for the trip, but shall not be entitled to any additional compensation.

2.6. The Tourist has the right to withdraw from the off-premises Contract within 14 days without stating a reason in accordance with the procedure set out in Part 1 Article 6.228 of the Civil Code of the Republic of Lithuania, and must notify the Tour Organiser in accordance with the procedure set out in Parts 6 and 7 of Article 6.228 of the Civil Code of the Republic of Lithuania.

### **3. The Tour Organiser's right to terminate the Contract**

3.1. The Tour Organiser has the right to terminate the Contract before the start of the trip, refund the Tourist all sums paid for the trip and compensate the Tourist for damages incurred.

3.2. In the event of termination of the Contract by the Tour Organiser, the damage suffered by the Tourist shall not be compensated in the following cases:

3.2.1. the number of persons purchasing the trip is less than the minimum number of Tourists specified in Clause 1.1.2 of the Contract and the Tourist has been informed of this in accordance with the procedure set out in Clause 1.1.2 of the Contract;

3.2.2. The Tour Organiser is unable to perform the Contract due to force majeure and shall notify the Tourist about the cancellation of the Contract immediately prior to the commencement of the tour.

3.3. If the Tourist fails to arrive at the airport and/or bus departure point on the day of the start of the Trip, as well as fails to use the Trip for reasons related to the Tourist, the Tourist shall be deemed to have withdrawn from the Contract for reasons beyond the control of the Tour Organiser. In this case, the Contract shall be deemed terminated and the Tour Organiser shall be entitled to credit the cost of the Tour.

3.4. If the Tourist is unable to arrive at the airport prior to the commencement of the Trip or is unable to commence the Trip for a reason beyond the control of the Trip Organiser, the Tourist must immediately notify the Trip Organiser that he/she will reach the destination by his/her own means and at his/her own expense and will participate in the Trip in accordance with the newly established conditions. In this case, the Tourist shall bear the cost of the new air ticket and all other costs associated with reaching the destination of the Trip. The Tourist shall not be entitled to reimbursement of costs associated with the performance of the Contract, including, but not limited to, airfare, transportation, insurance, accommodation costs not used. Note: in the case of scheduled flights, if the Tour does not commence, both outbound and return tickets are cancelled.

### **4. Changing the price of a trip**

4.1. The Tour Organiser has the right to increase the price of the trip after the conclusion of the Contract. An increase in the price of the trip is only possible if it is directly caused by a change(s) in:

4.1.1. the cost of transporting tourists due to the cost of fuel or other energy sources;

4.1.2. the amount of taxes or charges related to the services included in the Contract (e.g. Tourist Tax, airport taxes, etc.) and imposed by third parties that are not directly involved in the trip;

4.1.3. the exchange rate for the currency related to the trip.

4.2. The Tour Organiser shall inform the Tourist in a clear and comprehensible manner on a durable medium about the price increase at least 20 days before the start of the trip, indicating the reasons for the price increase and how the price increase was calculated.

4.3. If the increase in the price of the trip exceeds 8 percent of the final price of the trip, the Tourist has the right to cancel the Contract or choose an alternative trip offered by the Tour Organiser.

4.4. After the conclusion of the Contract, the tourist has the right to request a reduction in the price of the trip in the following cases:

4.4.1. after the conclusion of the Contract but before the start of the trip, in addition to the reduction of the costs referred to in Clause 4.1 of the Contract;

4.4.2. due to improper performance of the Contract, unless the Tour Organiser proves that the improper performance of the Contract is due to the fault of the Tourist;

4.4.3. when the alternative services offered result in a trip of a lower quality than that specified in the Contract;

4.4.4. if the Tour Organiser is unable to offer alternative services for justified reasons or the Tourist refuses them in accordance with Part 5 Article 6.754 of the Civil Code of the Republic of Lithuania;

4.4.5. if the Contract cannot be further performed due to the deficiencies specified by the Tourist and the Tour Organiser fails to remedy the deficiencies within a reasonable period of time specified by the Tourist.

4.5. In the event of a reduction in the price of the trip, the Tour Organiser shall be entitled to deduct the actual administrative costs from the amount to be refunded to the Tourist. At the Tourist's request, the Tour Organiser shall provide justification for such administrative costs.

### **5. Changing other terms of the Contract**

5.1. The Tour Organiser has the right to unilaterally modify other terms and conditions of the Contract prior to the start of the trip, when:

5.1.1. the changes are not substantial;

5.1.2. The Tour Organiser has provided the Tourist with information about the changes in a clear and comprehensible manner on a durable medium in the form requested by the Tourist.

5.2. The Tour Organiser, without undue delay, in a clear and comprehensible manner on a durable medium, must provide the Tourist with information about:

5.2.1. proposed changes to the Contract;

5.2.2. a reasonable period of time within which the Tourist must inform the Tour Organiser about his/her decision;

5.2.3. the consequences of the Tourist's failure to respond within the time limit specified by the Tour Organiser;

5.2.4. the alternative trip and its cost when such a trip is offered.

5.3. The Tourist has the right, at his/her own choice, to accept the changes to the terms and conditions of the Contract proposed by the Tour Organiser or to terminate the Contract within a reasonable period of time specified by the Tour Organiser, without paying the termination fee.

5.4. If the Tourist cancels the Contract, the Tour Organiser may offer the Tourist another trip of equal or higher quality. If the changes to the Contract or the alternative trip chosen result in a reduction in the quality of the trip or a reduction in the price of the trip, the Tourist shall be entitled to claim a refund of the difference in the reduced price.

5.5. If the Tourist wishes to change the Contract, each case of change of the Contract shall be dealt with individually depending on the charging procedures and rules of the third parties used by the Tour Organiser. In all cases, the Tourist shall be informed about these procedures.

### **6. Change of parties to the Contract**

6.1. The Tourist has the right to transfer his/her right to the trip to another person, who will acquire all of the Tourist's rights and obligations under the Contract, provided that he/she gives reasonable notice to the Tour Organiser prior to the commencement of the trip. The Tourist's notice shall in all cases be deemed to be reasonable if it is given at least 7 days before the commencement of the trip. Less than 48 hours left before the start of the trip, the Travel Organizer has the right to apply a contract change fee of EUR 100 (the fee is charged per person, excluding children under 2 years old).

6.2. The Tour Organiser shall inform the Tourist transferring his/her right to travel to another person about the actual costs of the transfer and provide evidence of the costs. These costs shall be justified and shall not exceed the actual costs incurred by the Tour Organiser in connection with the assignment. The Tourist must reimburse all costs before the start of the trip or later if the costs cannot be calculated accurately before the start of the trip. The liability of the Tourist and the person succeeding the Tourist for the costs related to the replacement shall be joint and several.

6.3. The Tourist transferring the right to the trip and the other person shall be jointly and severally liable to the Tour Organiser for the payment of the price of the trip and the costs related to the transfer of the right to the trip.

6.4. In cases where such a transfer is contrary to the rules of the person whose assistance the Tour Organiser is using (i.e. if it is no longer allowed to book and/or change the place in the vehicle, the hotel and/or obtain a visa in the name of the new person within the time remaining before the start of the trip), this shall be stated in the Contract.

### **7. Responsibility of the Tour Organiser**

7.1. The Tour Organiser shall be liable for any technical deficiencies in the booking system which are due to its fault at the time of concluding the Contract and for any errors made during the booking process. Liability shall not apply where the booking errors are due to the fault of the Tourist or caused by force majeure.

7.2. The Tour Organiser is obliged to provide the Tourist with difficulty with the necessary assistance referred to in Clause 1.1.8 of the Contract without undue delay.

7.3. If the assistance for the Tourist is necessary for reasons arising from the intentional actions or negligence of the Tourist, the Tour Organiser shall be entitled to charge a fee for the provision of such assistance, the amount of which shall not exceed the actual costs incurred by the Tour Organiser.

7.4. The Tourist must notify the Tour Organiser, without undue delay, using the contact details specified in the Contract, about any case of improper performance of the Contract or non-performance of the Contract which comes to his/her attention during the trip and give a reasonable time limit for the rectification of the deficiency. If the deficiencies need to be rectified immediately, the Tourist is not obliged to specify a time limit.

7.5. If the services referred to in the Contract are not provided in accordance with the terms of the Contract, the Tour Organiser shall be obliged to remedy the deficiencies identified by the Tourist within a reasonable period of time, unless it is impossible to do so or if it would entail disproportionate costs taking into account the extent of the deficiencies and the value of the inadequately provided services referred to in the Contract.

7.6. If the Tour Organiser fails to remedy the deficiencies for the reasons set out in Clause 7.5 of the conditions of Contract, the Tourist shall be entitled to claim compensation for material and non-material damages without undue delay.

7.7. If the Tour Organiser fails to rectify the deficiencies within a reasonable period of time set by the Tourist, other than for the reasons set out in Clause 7.5 of the Contract, the Tourist may do so himself and claim reimbursement of the necessary costs.

7.8. If the Tour Organiser is unable to provide a substantial part of the services in accordance with the Contract, or if the Tourist's return service to the place of

departure is not provided as agreed, the Tour Organiser must offer the Tourist, without an additional costs, the alternative services, which are of a quality, if possible, equivalent to or better than that specified in the Contract, in order to allow the journey to continue. Where the alternatives offered result in a lower quality of travel than that specified in the Contract, the Trip Organiser shall reduce the price of the trip accordingly.

7.9. If the alternatives offered are not similar to the services agreed in the Contract, or if the price reduction granted is inadequate, the Tourist may refuse them.

7.10. If the lack of compliance materially affects the performance of the trip and the Tour Organiser fails to remedy the situation within a reasonable period of time set by the Tourist, the Tourist may terminate the Contract without paying the cancellation fee and request reduction in the price and/or compensation for material and non-material damages.

7.11. If it is not possible to offer alternatives or if the Tourist refuses the alternatives offered in accordance with Clause 7.9 of the Contract, the Tourist shall be entitled to reduction of the price and/or compensation for material and non-material damages without termination of the Contract.

7.12. If the tour includes a passenger transport service, the Tour Organiser shall, in the cases referred to in Clauses 7.9 – 7.11 of this Contract, ensure the return of the Tourist to the original place of departure by an equivalent mode of transport or to another destination agreed by the Tourist, without any additional payment, as well as refund the Tourist the money for the services not provided.

7.13. If, due to force majeure, the Tour Organiser is unable to ensure the return of the Tourist in the manner provided for in the Contract, the Tour Organiser shall be obliged to pay the cost of the necessary accommodation, of a category equivalent, if possible, to that specified in the Contract, for the period of time for which the force majeure event lasts, but for a maximum of three nights for each Tourist, except where longer periods are provided for by other laws or regulations of the European Union (e.g. for persons with reduced mobility and their accompanying persons, pregnant women and unaccompanied minors, as well as persons requiring special medical assistance, provided that the Tourist informs the Tour Organiser about his/her special needs at least 48 hours before the start of the trip).

7.14. The Tourist has the right to claim compensation for material and non-material damage without undue delay in the following cases:

7.14.1. if the Contract cannot be further performed due to the deficiencies indicated by the Tourist and the Tour Organiser fails to remedy the deficiencies within a reasonable period of time set by the Tourist;

7.14.2. if the Tour Organiser is unable to offer alternative services for reasonable causes or the Tourist refuses them in accordance with Clause 7.9 of the Contract;

7.14.3. in other cases provided for in the Civil Code of the Republic of Lithuania.

7.15. The Tour Organiser shall not be liable for improper performance of the Contract if the Tour Organiser proves that the improper performance of the Contract was due to:

7.15.1. the Tourist's fault (e.g. the Tourist does not have the necessary and valid identity documents for the trip, does not arrive on time at the place of departure, interferes with the continuation of the trip, or does not comply with customs regulations);

7.15.2. the fault of a third party not involved in the provision of the services under the Contract and therefore the damage could not have been foreseen or avoided;

7.15.3. irresistible forces (force majeure).

7.16. If damage, other than damage caused by the death of the Tourist, bodily injury, intentional damage or damage caused by gross negligence, is caused to the Tourist during the provision of the service stipulated in the Contract, but the service is not provided by the Tour Organiser, the liability of the Tour Organiser for such damage shall be limited to three times the price of the trip.

7.17. The Tourist's right to compensation or to reduction in the price shall not affect the rights of passengers under Regulation (EC) No. 261/2004 of the European Parliament and of the Council as of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, repealing Regulation (EEC) No. 295/91 (OJ 2004 L 046, p. 1), Regulation (EC) No. 1371/2007 of the European Parliament and of the Council as of 23 October 2007 on railway passengers' rights and obligations (OJ 2007 L 315, p. 14), Regulation (EC) No. 392/2009 of the European Parliament and of the Council as of 23 April 2009 on the liability of carriers of passengers by sea in the event of accidents (OJ 2009 L 131, p. 24), Regulation (EU) No. 1177/2010 of the European Parliament and of the Council of 24 November 2010 on the rights of passengers travelling by sea and inland waterway and amending Regulation (EC) No. 2006/2004 (OJ 2010 L 334, p. 1), Regulation (EU) No. 181/2011 of the European Parliament and of the Council as of 16 February 2011 on the rights of bus and coach passengers and amending Regulation (EC) No. 2006/2004 (OJ 2011 L 55, p. 1), and in accordance with international conventions.

7.18. In accordance with Clause 7.14 of the Contract, the compensation paid by the Tour Organiser or the price reduction granted by the Tour Organiser to the Tourist in accordance with the provisions of Chapter 4 of the Contract and the compensation paid or the price reduction granted to the Tourist in accordance with the European Union legislation and international conventions referred to in Clause 7.17 of the Contract shall be offset to avoid duplicate compensation.

7.19. Any material and non-material damage caused to the Tourist shall be compensated in accordance with the procedure laid down by the Civil Code of the Republic of Lithuania.

## 8. Protection of personal data

8.1. The controller of the personal data is Coral Travel Lithuania, based in Vilnius, Konstitucijos pr. 26. The data controller is responsible for the protection of the personal data provided and its processing

in accordance with the laws. The data controller can be contacted by e-mail at [info@coraltravel.lt](mailto:info@coraltravel.lt) or by telephone at +37052747474. The Tour Organiser shall inform that it processes the Tourist's personal data for the purposes of concluding and performing contracts, providing services and payment for services provided, and for the purpose of establishing and processing claims for a period of 10 years, subject to mandatory limitation periods. The legal basis for processing of the personal data: Regulation (EU) No. 2016/679 of the European Parliament and of the Council as of 27-04-2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (The General Data Protection Regulation) Article 6 Part 1 Clause (b), Clause (c), Article 1.125 of the Civil Code of the Republic of Lithuania. 8.2. For the purposes referred to in Clause 8.1 of the Contract, the Tour Organiser shall process the following personal data of the Tourist: personal identification number, place of residence (address), name, surname, e-mail address, telephone number, data of the ID document – date, place of issue and validity, number, date of birth, gender, nationality, country of issue, payment data and other data provided by the Tourist, as well as any other information related to the conclusion and execution of this Contract.

8.3. The Tourist may exercise the following rights of his/her data subject after contacting the Tour Organiser and after the Tour Organiser has established the identity of the person: 8.3.1. to receive information about the processing of data; 8.3.2. to familiarize with his/her personal data processed by the Tour Organiser; 8.3.3. to request the rectification of inaccurate personal data and the completion of incomplete personal data; 8.3.4. to request the erasure of data ("right to be forgotten"); 8.3.5. to request the restriction of the processing of his/her personal data; 8.3.6. the right to data portability; 8.3.7. in the case of personal data processed on the basis of consent – the right to withdraw consent at any time; 8.3.8. to request that a decision based solely on automated processing not be applied to him/her and that such decision be reviewed.

8.4. If the Tourist considers that his/her personal data rights have been violated, he/she has the right to lodge a complaint with the State Data Protection Inspectorate, L. Sapiegos g. 17, 10312 Vilnius, tel. 8 5 2127532, e-mail: [ada@ada.lt](mailto:ada@ada.lt), website [www.ada.lt](http://www.ada.lt).

8.5. In order to ensure the proper performance of the Contract, the Tour Organiser shall have the right to transfer the Tourist's personal data to third parties acting on behalf of and/or at the direction of the Tour Organiser for the provision of customer service, software maintenance, accounting and other services. The Tour Organiser confirms that the transfer of data is subject to security measures in accordance with the relevant agreements with the recipients.

8.6. The Tour Organiser is obliged to provide the Tourist's personal data to public authorities or law enforcement agencies, the police or supervisory authorities where this is required by the applicable law or in order to safeguard the rights of the Tour Organiser or the security of the Tour Organiser's customers, employees and property.

8.7. The Tour Organiser shall not process the Tourist's personal data for longer than the stated purposes of the processing or the applicable legislation, if the latter provides for a longer period of data retention.

8.8. The Tourist shall assume full responsibility for the truthfulness and accuracy of the personal data provided by him/her and other tourists to the Tour Organiser. By submitting, editing or otherwise processing data (including his/her own personal data and/or personal data of other tourists), the Tourist warrants that he/she has the right to process the data in this way and accepts full responsibility for any losses that may arise to the Tour Organiser and/or third parties as a result of the unauthorised processing of such data.

8.9. More detailed information on the processing of personal data and the related rights is publicly available in the Privacy Policy on the Tour Organiser's website [www.coraltravel.lt](http://www.coraltravel.lt).

## 9. Final Provisions

9.1. Please note that the duration of the trip is calculated in nights, while the day of departure is the day of the travel start date and the return date is the end date of the trip. In the case of air travel, the first and last day of the trip is for the travel and not for the actual holiday.

9.2. The Tourist shall submit any claims arising during the trip due to improper performance or non-performance of the Contract in writing or on a durable medium to the tour leader specified in the Contract, the local representative of the Tour Organiser, the contact centre or other service, or if there is no such service, to the Tour Organiser without undue delay.

9.3. When the Contract is concluded through an Agent, the Tourist may submit notifications, requests or claims directly to the Agent, who shall transmit the notifications, requests or claims to the Tour Organiser without undue delay. Upon receipt by the Agent of the Tourist's notices, requests or claims, they shall be deemed to have been received by the Tour Organiser.

9.4. The Tour Organiser is obliged to examine the Tourist's request free of charge and, in case of disagreement with the Tourist's claims, is obliged to provide the Tourist with a detailed, reasoned written reply, supported by documents, no later than within 14 days from the day of receipt of the Tourist's request. If the Tour Organiser receives a defective claim (e.g. unsigned, submitted by a person who is not authorised to represent the Tourist, or who has not submitted documents confirming proper representation, or who has not attached evidence to substantiate the complaints set out in the claim, etc.), the Tour Organiser shall have the right to ask the Tourist to rectify the defects. Time limit for the Tour Organiser for the submission of a written reply shall be calculated from the date of receipt of the Tourist's request with the corrected deficiencies. The Tour Organiser shall have the right to extend the deadline for the examination of the claim for a period not exceeding 14 days for important reasons, by providing the Tourist with a notice in a durable medium. The Tourist's claims against the Tour Organiser for compensation of damages for improper performance or non-performance of the Contract shall be time-barred for two years. Claims shall be submitted to: a) Coral Travel Lithuania, Konstitucijos pr. 26, Vilnius; b) by filling in a claim form at [www.coraltravel.lt/client/register](http://www.coraltravel.lt/client/register), or c) at the point of sale where the Contract was concluded. Claims sent to addresses other than the above shall not be considered.

9.5. If the Tourist is not satisfied with the Tour Organiser's reply, he or she has the right to refer the same dispute to a consumer dispute resolution institution within one year. Disputes concerning improper performance or non-performance of the Contract shall be settled out of court in accordance with the procedure established by the Law on Consumer Rights Protection of the Republic of Lithuania at the State Consumer Rights Protection Authority, A. Goštauto g. 12, 01108 Vilnius, e-mail: [tarnyba@vvtat.lt](mailto:tarnyba@vvtat.lt), phone: +370 5 262 6760, website [www.vvtat.lt](http://www.vvtat.lt). The application can be submitted electronically via the EGS platform <http://ec.europa.eu/odr/>.

9.6. The Tourist's appeal to the consumer dispute resolution institution shall not deprive the Tourist of the right to apply to the court of general competence with a request to examine the dispute on its merits in accordance with the procedure established by the Civil Procedure Code of the Republic of Lithuania.

9.7. The Agreement shall be drawn up in two copies, having equal legal force – one copy for each party.

9.8. In the case the Contract is concluded remotely, the receipt of the Tourist's application form signed by the Tour Organiser or the Agent and the Tourist by e-mail, or the payment of all or part of the price [initial deposit] for the trip and the full amount of the insurance shall be deemed to constitute the conclusion of the Contract. In the case the Contract is concluded remotely, the Tour Organiser shall provide the Tourist with a copy of the Contract or the confirmation of the Contract on a durable medium without undue delay after the conclusion of the Contract. If the Contract is concluded remotely, the Contract shall be deemed to have been concluded on the terms and conditions published on the official website of the Tour Organiser [www.coraltravel.lt](http://www.coraltravel.lt) at the time of purchase of the trip.

9.9. A copy of the off-premises contract or confirmation of the contract shall be provided to the Tourist in paper form or, if the Tourist agrees, on another durable medium.

By concluding this Contract, the Tourist confirms that:

- He/she has received the link to the electronic document (the trip description material) and has familiarized with it on the Tour Organiser's website [www.coraltravel.lt](http://www.coraltravel.lt). The Tourist has been duly provided with all the information published in Clauses 1.1.3 – 1.1.6 of the Contract;

\_\_\_\_\_  
Tourist's name, surname, signature

- has read the terms and conditions of the Contract, its annexes and the Privacy Policy, available at [www.coraltravel.lt](http://www.coraltravel.lt). The conditions of the documents are understood by him/her and the Tour Organiser has clarified the meaning and significance of any misunderstood conditions and has taken into account the Tourist's comments on the Contract;

\_\_\_\_\_  
Tourist's name, surname, signature

- has read the terms and conditions stating termination of the Contract, available at <https://coraltravel.lt/lt/documents/important>. The conditions of the documents are understood by him/her and the Tour Organiser has clarified the meaning and significance of any misunderstood conditions and has taken into account the Tourist's comments on the Contract;

\_\_\_\_\_  
Tourist's name, surname, signature

The personal data provided by the Tourist will be processed by the Tour Organiser for direct marketing purposes only with the consent of the Tourist. The Tourist has the right to object to processing of his/her data for direct marketing purposes by submitting a request to [info@coraltravel.lt](mailto:info@coraltravel.lt). The Tourist has the right to withdraw his/her consent to processing of his/her personal data for direct marketing purposes at any time.

**I agree that my personal data (name, surname, e-mail address, phone number) would be used for direct marketing purposes.**

\_\_\_\_\_  
Tourist's name, surname, signature

PARTIES SIGNATURES:

\_\_\_\_\_  
Agent's name, surname, signature

\_\_\_\_\_  
Name, surname, signature of the tourist