

The Framework Contract for the Selling of Tourist Service Packages



No. issued on the date

Please note: this document is part of our contract with you, together with all the other provisions provided on the other pages of our website, daytripromania.com, on each tour/product/service webpage, on our "terms and conditions", "privacy policy", "cookie policy", "about", "contact" etc. webpages, on our text messages and e-mails and other types of communication between you and us. This contract applies only to tourist service packages – tours/products/services that do include accommodation and/or that last more than 24 hours

The contracting parties:

The company Agrinio Tour SRL, with headquarters in 4-6 Luncsoara st., Bloc 63, Sc A, ap. 1, sector 2, Bucharest, Romania, trade register registration number J40/2205/2020, tax registration code RO20631219, holder of Tourism License no. 3035, for the Agency: DayTrip Romania, represented by Liviu Adrian Marunțelu, as the legal administrator of the company, hereinafter referred to as the Agency;

AND

The tourist/representative of the tourist, Mr/Ms domiciled in, telephone number, holder of the ID card/passport no., have agreed upon the conclusion of this contract.

I. Object of the contract

1.1. The object of the contract is the sale by the Agency of the package of tourist services included in the voucher, excursion ticket, other document attached to this contract and the issuance of payment and (if needed) travel documents.

II. Conclusion of the contract

2.1. The contract is concluded, as the case may be, in any of the following situations:

a) at the moment of its signing by the tourist or by accepting the contractual conditions of tourist services, including in the case of those purchased remotely by electronic means;

b) when the tourist receives the written confirmation of the reservation from the Agency, no later than 60 calendar days from the date of drawing up the order form. It is the responsibility of the travel agency to inform the tourist by any means agreed in writing with him (phone, email, fax, etc.) if the reservation he requested has been confirmed. To process a service reservation, the Agency may request an advance payment (deposit) of up to% (as specified on the product web page or as we agree) of the package price or the full payment of the package price, depending on the date the tourist requests the services (as specified on the product web page or as we agree).

1.If the content of the order form does not differ from the content of the tourist trip confirmation and the confirmation was made within 60 calendar days from the date of signing the order form, the tourist who decides to give up the tourist trip owes the Agency penalties according to ch. VI.

2.If the content of the order form differs from the content of the tourist travel confirmation received in writing from the Agency, or if this confirmation was not made within 60 calendar days from the date of signing the order form, the tourist may consider that the trip was not booked and has the right to the immediate reimbursement of all amounts already paid;

c) at the time of issuing the travel documents (trip ticket, etc.), including in electronic format, if the tourist service packages are part of the standard offer of the travel agency or there is already a reservation confirmation from other providers.

2.2. In the event that this contract is fully made available to the tourist in the form of a catalog, leaflet, other documents, the Agency's website or other means of electronic communication (e-mail, fax, etc.), the obligation to inform the tourist is considered fulfilled by entering this information in any of the travel documents or tax documents provided by the Agency, not being necessary to conclude in writing the contract for the sale of tourist service packages, respectively if the present contract presented to the tourist in the manner provided above contains the information provided for in art. 7 para. (3) from the Government Ordinance no. 2/2018 regarding the activity of selling tourist service packages.

2.3. The contract terminates by law with the completion of the actual provision of the package of tourist services listed in the travel documents.

III. Contract price and payment methods

3.1. The price of the contract is and consists of the cost of actual tourist services, third party commissions/fees (if applicable) and VAT (if applicable). If the price is not specified in this contract, then it is specified in the order form (if any), other travel documents, catalogs, leaflets, other documents made available to the tourist, the Agency's website, other means of electronic communication and/or on the invoice.

3.2. Payment methods:

3.2.1. At the conclusion of the contract, an advance payment (deposit) of% (as specified on the product web page or as we agree) of the total price of the package of tourist services is charged, or, as the case may be, the full payment of the total price of the package of tourist services (as specified on the product web page or as we agree). The contract can be considered concluded only after confirming the payment of the deposit or the full payment of the total price of the package of tourist services, in the agency's bank account.

3.2.2. If an advance payment (deposit) was charged at the conclusion of the contract, the final payment (the rest of the total price of the package) will be made as follows:

a) The rest of the price of the package of tourist services will be paid 30 days before the tour date/departure date, and it is non-refundable.

3.3. The payment for tourist services related to the contract can be made in a single currency, in the currency specified in the contract or in RON at the reference rate of the BNR on the day the invoice is issued.

3.4. If the tourist will make the payment to the agency by bank transfer, for the purchased services, all bank costs will be borne by the party initiating the payment, respectively the tourist.

IV. The rights and obligations of the Agency

4.1. The agency undertakes to provide the tourist with an order form, only in the case of requesting tourist service packages that are not part of the travel agency's own/standard offer and that require confirmation of the reservation from other providers. In the case of requesting some tourist service packages that can be found in the travel agency's own offer, or if there is already confirmation of the reservation from other providers, the Agency can provide the tourist with an order form, if it deems necessary.

4.2. If, before the start of the execution of the package of tourist services, the Agency is forced to significantly modify any of the main characteristics of the package, (for example; the services included in the package, the travel dates, the change of the accommodation unit category, the price), as well as the special requirements of the tourist previously accepted by the Agency, the tourist has the possibility, within a period of 3 calendar days, to accept the proposed change or to terminate the contract without paying any termination penalty.

In the cases provided for in point 4.7 lit. b) and c), the information will be given in good time to allow the tourist to decide to start the trip.

Agrinio Tour SRL

Legal representative

(name and surname),

Signature:

Tourist

(name and surname),

Signature: