

Approved on February 15, 2019

by the Order № 8 of the Director Sultankhodja Mamasharipov

**Oriental Express CA's Terms and Conditions**  
**for the provision of tourist services**

This document establishes the terms and conditions under which Oriental Express CA provides tourist services to private individuals.

**ARTICLE 1. GENERAL TERMS AND THEIR DEFINITIONS**

The terms used in this document should be interpreted in accordance with the definitions below. If a term is not defined here, that term, and the clause(s) in which it is used, should be interpreted literally. Terms and their definitions that are used in the singular and plural forms should be interpreted equivalently.

- **Acceptance of an Offer** – a response from a private individual to whom an Offer was addressed, confirming its acceptance. For the response to constitute formal acceptance of the Offer, the individual must respond in accordance with the conditions set out in Section 4 of this document; in particular, the individual must submit the response in written form (which may include email)
- **Application** – a written request (including through email, the website, or other means of data transmission via the internet) for the provision of services by the Operator
- **Booking terms and conditions** – this document, which sets out Oriental Express CA's terms and conditions for the provision of tourist services, and which is addressed to an unlimited number of private individuals and posted on the website and in the Operator's Office
- **Customer** – a private individual who buys tourist services from the Operator and pays for the provision of such services. A customer can act as a tourist himself, or on the authorization of another private individual
- **Email** – the electronic mail accounts of the Operator or/and the Operator's employees, including [info@orexca.com](mailto:info@orexca.com), [tours@orexca.com](mailto:tours@orexca.com) and [tashkent@orexca.com](mailto:tashkent@orexca.com)
- **Offer** – a proposal Oriental Express CA makes to a private individual that sets out a specific offering of tourist services such as a tour itinerary and dates
- **Office** – the physical location(s) of the Operator
- **Operator** – Oriental Express CA
- **Operator's employee** – an individual who has a formal employment contract with the Operator and is carrying on his employment in accordance with that employment contract
- **Parties** – the term that refers simultaneously/jointly to a customer (a tourist) and the Operator (or the Operator's employees)
- **Services** – tourist and other services (consulting, processing of an application, etc.) provided by the Operator
- **Tourist** – a private individual who travels or intends to travel (as a tourist) through the territory of the Republic of Uzbekistan or to another country, by ordering, receiving, and paying for the services of the Operator
- **Tour** – a tourist trip that runs on a certain route over a specific time period, consisting of a package of tourist services (such as accommodation, meals, transportation, recreation, excursions, and other services) provided by the Operator in accordance with the terms and conditions in this document
- **Tourist services** – a single service or a set/combination of services provided by the Operator in accordance with the terms and conditions in this document, including accommodation, meals, transportation, information and advertising services, as well as other services of the Operator that are aimed at meeting the needs of the tourist, such as bookings/reservations and the purchase/sale of:

- tickets for flights and trains;
- services provided to a tourist at accommodation facilities;
- transfers;
- excursions;
- services of guides or translators;
- entrance fees for tourist attractions, theaters, cinemas, etc.;
- food; and
- other travel services as set out in an Offer.

Besides the Operator, tourist services may be provided by third-parties, upon the instructions of the Operator

- **Tourist voucher (voucher)** – a document that establishes the right of a tourist or a group of tourists to certain tourist services included in a tour
- **Website** – [www.orexca.com](http://www.orexca.com)
- **Website user** – a private individual who has visited the website.

## ARTICLE 2. GENERAL CONDITIONS

- 2.1 The Operator's terms and conditions are regulated by the Civil Code of the Republic of Uzbekistan, the Law On the Protection of Consumer Rights, the Law On Tourism, and other regulations of the Republic of Uzbekistan.
- 2.2 This document defines the procedures for the sale of tourist services to Customers/Tourists by the Operator.
- 2.3 The terms and conditions in this document apply to all types of tourist service offered by the Operator.

## ARTICLE 3. SUBJECT MATTER OF THESE TERMS AND CONDITIONS

- 3.1. The Operator sells tourist services and other services (consulting, processing of an application, etc.), and the Customer purchases these services, on the basis of the Customer Application, in accordance with the terms and conditions in this document and with a specific Offer the Operator makes to a Customer through the Operator's website, in person at the Operator's office, by email, or using other means of data transmission via the internet.
- 3.2. The Operator guarantees that it possesses all the necessary licenses for conducting its activities in accordance with the conditions of the contract.

## ARTICLE 4. OFFER AND ACCEPTANCE OF AN OFFER

- 4.1 These terms and conditions are published on the Operator's website and at the Operator's office. They may also be sent via any other channel in response to an individual's request. They are irrevocable during the period of their validity, except when the Operator revokes them. In the case of revocation, the Operator informs the public/potential Customers within 5 days of the moment of revocation, by posting a notification on the Operator's website and at the Operator's office. If a Customer accepts an Offer based on terms and conditions that are no longer valid, the Operator should not be required to perform his obligations according to those previous terms and conditions, except in any specific cases established by the Operator in the published notification.
- 4.2 The conditions of an Offer can be amended exclusively by the Operator. Messages, comments, or additions (if any) made by the Customer on the Offer, after a Customer has accepted the Offer and paid for the services, cannot be considered as amendments to the Offer, and do not change any of the conditions of the Offer.
- 4.3 The Customer's agreement to conclude a contract based on terms and conditions other than those set out in this document does not constitute acceptance of an Offer. Such response from the Customer shall be considered as refusal of the Offer, and a new Offer will need to be made.
- 4.4 Acceptance of the Offer is considered to be a response from the person to whom the Offer was addressed, confirming acceptance of the Offer. The acceptance must be complete and unconditional.
- 4.5 These terms and conditions come into force as soon as the Customer takes any one of the following actions:

- 4.5.1. Orders specific services through the Operator's website or at the Operator's Office, in accordance with clauses 5.2 to 5.3 of this document.
  - 4.5.2. Sends an Application to the Operator for the provision of tourist services, in accordance with clauses 5.2 to 5.3 of this document.
  - 4.5.3. Approves the final version of a tour, in accordance with clauses 5.2 to 5.3 of this document.
  - 4.5.4. Sends a copy of his passport and other documents to the Operator or the Operator's employee, in accordance with clauses 5.2 to 5.3 of this document.
  - 4.5.5. Makes a deposit or a payment in accordance with clauses 7.2 to 7.4 of this document.
- 4.6. Notwithstanding the entry into force of these terms and conditions, in accordance with clause 4.5 of this document the Operator's obligations arise only if the Customer has submitted an appropriately-completed Customer Application or has paid for the Operator's services. The Customer unconditionally agrees with these conditions by accepting an Offer.

#### ARTICLE 5. PROCEDURE FOR ORDERING SERVICES

- 5.1. The Operator's services can be ordered:
  - 5.1.1 Through the Operator's website
  - 5.1.2 At the Operator's office, and/or
  - 5.1.3 By exchanging letters or messages through email or other means of data transmission via the internet.
- 5.2. Ordering services through the website
  - 5.2.1 To make an order through the Operator's website the Customer, after reviewing the conditions of travel and other information, presses the appropriate button on the website.
  - 5.2.2 The Customer, after choosing the relevant services, goes to the page for filling in the Customer's Application. The Customer must fill in all the required fields accurately.
  - 5.2.3 After the Customer's Application has been sent to and processed by the Operator, the Operator or the Operator's employee shall contact the Customer to provide additional information and documents, and/or coordinate the tour details, as necessary for the provision of the tourist services.
  - 5.2.4 The Parties shall agree on the tour details via e-mail, telephone, text messaging on the internet, or other channels that are convenient for the Parties. The Operator is entitled to ask the Customer to provide copies of the Tourist's passport and other documents, as required to book services.
  - 5.2.5 After arranging all details and receiving the necessary documents, the Operator or the Operator's employee shall send the Customer a final tour program that indicates all services to be provided by the Operator to the Customer, the tour cost, and other information.
  - 5.2.6 The Customer, upon receiving the final tour program, is obliged to send his approval via email within 7 days. Otherwise, the final tour program shall not be considered to have been approved, and the Operator does not assume any obligations, and does not bear any responsibility to the Customer, for not meeting the conditions of the Offer.
  - 5.2.7 The terms of this clause (clause 5.2) also apply to the procedure of ordering services by exchanging letters or messages through email and other means of data transmission on the internet.
- 5.3. Ordering services at the Operator's office
  - 5.3.1 The Operator's services can be ordered at the Operator's office only with the physical presence of the Customer and/or his authorized representative at the Office.
  - 5.3.2 The Parties are entitled to agree all the details of the tour verbally, after which the Operator and Customer agree the final tour program in writing.
- 5.4. After the Customer approves the final tour program, the Operator presents the invoice to the Customer for payment.

#### ARTICLE 6. PROCEDURE FOR PROVIDING SERVICES

- 6.1. The services are provided by the Operator in accordance with the Customer's Application, signed by the Operator (or Operator's employee) and Customer, or approved by the Customer in accordance with clause 5.2.6 of this document.
- 6.2. Changes to the tour that are requested by the Customer are made at the Operator's discretion. If the requested changes cannot be made, the Customer (Tourist) shall be obliged to adhere to the agreed tour or shall place a new order (which may involve additional cost to the Customer). In such cases, the payment made for the original order is not refundable. In all cases, amendment of the Customer's Application at the Customer's (Tourist's) request can be made only with the agreement of the Operator.
- 6.3. In exceptional cases, if it becomes impossible for the Operator to provide services to the Customer in accordance with the approved Customer's Application, because of reasons that are beyond the Operator's control, then the Operator is entitled to change the order of provision of services to the Customer, or substitute alternative accommodation and other services with those of an equal or higher category, without agreeing such changes with the Customer (Tourist). The Operator must notify the Customer (Tourist) of any such changes or substitutions within a reasonable timeframe.
- 6.4. The fact of provision of services is proved by the Parties signing an invoice, by the Operator providing the services in the agreed manner, or by the Operator issuing the Tourist Voucher.

#### ARTICLE 7. PROCEDURE FOR MAKING PAYMENTS

- 7.1. Payment for the Operator's services is made:
  - 7.1.1 by citizens of the Republic of Uzbekistan: in the national currency of the Republic of Uzbekistan, Uzbek soums (UZS), by transferring the payment for the services to the Operator's bank account (cashless payment), by making a payment in cash at the Operator's accounts office, or by making a payment using the Customer's debit or credit card.
  - 7.1.2 by non-citizens of the Republic of Uzbekistan: in foreign currency (US Dollars (USD)) or Uzbek soums (UZS), by transferring the payment for the services to the Operator's bank account, by making a payment with an international debit or credit card, or by making a payment in cash at the Operator's accounts office.
- 7.2. The Customer, after sending the Customer's Application, becomes obliged to pay a deposit in the amount of 20% of the tour price, but not less than the sum of 300 US Dollars, not less than 45 days before the date on which provision of services commences, in accordance with Article 311 of the Civil Code of the Republic of Uzbekistan. The deposit will be deducted from the total price of all services.
- 7.3. In case of refusal, by the Customer, of the Operator's services, once the itinerary has been agreed and the Customer has paid the deposit, the Operator shall not return the deposit to the Customer. The Operator reserves the right to reconsider this clause if the Customer requests this in writing; but in any case, the sum of the expenses the Operator has already incurred will be deducted from the deposit payment. If the sum of the expenses the Operator has already incurred is higher than the deposit payment, then the Customer becomes obliged to compensate the Operator for these expenditures within 3 days of the moment of refusal.
- 7.4. The total cost of services must be paid in advance—after the deposit is deducted from the total, the Customer must pay the balance not less than 45 days before the date on which provision of services commences.

#### ARTICLE 8. RIGHTS AND OBLIGATIONS OF THE PARTIES

- 8.1. The Operator has the right to:
  - 8.1.1 require the Customer to properly perform his contractual obligations;
  - 8.1.2 not start providing services in the event of the Customer's failure to pay or to provide the necessary documents or other information in a timely manner;
  - 8.1.3 in exceptional cases, if the Operator had intended to provide certain accommodation, transportation, or other services through third-party providers but the third-parties are no longer able to provide such services, the Operator has the right to amend the tour program without the Customer's approval. However, the Operator must inform the Customer of such amendments within a reasonable timeframe.

- 8.2. The Operator is obliged to perform his obligations in a proper and timely manner.
- 8.3. The Customer has the right to:**
- 8.3.1 require the Operator to properly perform his contractual obligations;
  - 8.3.2 amend the tour program during the process of negotiation with the Operator and/or the Operator's employees (that is, before the Customer has accepted the Offer and paid the deposit);
  - 8.3.3 cancel the tour, in accordance with clauses 7.3, 9.1 and 9.2 of this document.
- 8.4. The Customer is obliged to:**
- 8.4.1 perform his own obligations in a proper and timely manner;
  - 8.4.2 pay for all services, in accordance with the conditions set out in this document;
  - 8.4.3 adhere to the local legal requirements for staying in the country or countries of the tour;
  - 8.4.4 independently take responsibility for any damage caused by the Customer (Tourist) during the tour, as well as for any violation of the legal requirements for staying in the country or countries of the tour. If the Customer and Tourist are different persons, they shall be liable jointly and in solidarity;
  - 8.4.5 provide all the information and documents necessary for the provision of services and take responsibility for their relevance and accuracy;
  - 8.4.6 promptly notify the Operator or the Operator's employee of any changes to or errors in the submitted documents;
  - 8.4.7 ensure the Tourist has comprehensive travel insurance for the entire tour period;
  - 8.4.8 familiarize himself with the information provided by the Operator on the conditions of travel and the safety rules, and observe these conditions and rules;
  - 8.4.9 The Parties may have other rights and bear other responsibilities in accordance with the current legislation of the Republic of Uzbekistan.

#### ARTICLE 9. CANCELLATION POLICY

- 9.1. In case the Customer requests cancellation of the tour, the Operator has the right to apply the following penalties:
- 9.1.1 in case of cancellation of the tour 30 or more days before it commences: in the amount of the deposit payment;
  - 9.1.2 in case of cancellation of the tour 15 to 29 days before it commences: in the amount of 30% of the full cost of the tour, or in the amount of the deposit payment, whichever is the greatest;
  - 9.1.3 in case of cancellation of the tour 7 to 14 days before it commences: in the amount of 50% of the full cost of the tour, or in the amount of the deposit payment, whichever is the greatest;
  - 9.1.4 in case of cancellation of the tour 6 or fewer days before it commences: in the amount of 80% of the full cost of tour, or in the amount of the deposit payment, whichever is the greatest;
  - 9.1.5 in case of cancellation of tickets for flights, trains, or buses that the Operator has already paid for: in the amount of their full cost.
- 9.2. Any request to cancel a tour, regardless of when the cancellation is made, must be made in writing (email is acceptable) and sent by the Customer to the Operator or the Operator's employee.

#### ARTICLE 10. RESPONSIBILITIES OF THE PARTIES

- 10.1. The Parties bear the responsibilities set out in the current legislation of the Republic of Uzbekistan, unless otherwise stipulated by these terms and conditions.
- 10.2. The Operator is not responsible for:
- 10.2.1 equipment in and arrangement of rooms, telecommunications services, actions of personnel, catering and other services of accommodation and other facilities visited by the Customer during the tour;
  - 10.2.2 delays and/or cancellations of air, train, and bus journeys, the actions of the crew and other passengers, airport employees, railway and bus stations, arrangement of equipment and meals on board aeroplanes, or the actions of border and custom services of the respective country;

- 10.2.3delays and/or cancellations of land transport trips for reasons beyond the control of the Operator, technical malfunctions of the vehicle, or replacement of the vehicle for justified reasons;
  - 10.2.4actions of embassies or consulates in the provision of visas, the collection of consular fees, and changes in the requirements for the documents provided, etc.;
  - 10.2.5changes in the tour program for reasons beyond the Operator's control;
  - 10.2.6changes in the program of excursions, inaccessibility of certain tourist attractions because of the actions of state bodies, and the replacement of guides, etc.;
  - 10.2.7incidents (injuries, food poisoning or other illness, loss of personal belongings and documents, etc.) the Customer/Tourist is affected by while on the tour—although, in the event of such incidents, the Operator will provide all necessary assistance within its competence and authority;
  - 10.2.8any damage caused by the Customer/Tourist to third-parties, or by third-parties to the Customer/Tourist;
  - 10.2.9the safety of the Customer's luggage (whether related to loss or damage), valuables, and documents during the entire period of provision of tourist services.
- 10.3. The Customer/Tourist is fully liable for any damage caused by him independently.
- 10.4. If the Customer's payments for the Operator's services are overdue, the Customer must pay a penalty in the amount of 0.5% of the value of the overdue payments for each day of delay, up to a maximum of 50% of the value of the overdue payments.

#### ARTICLE 11. FINAL PROVISIONS

- 11.1. The Operator has the right to assign or otherwise transfer his contractual rights and obligations arising from the contracts concluded with the Customer and any third-party.
- 11.2. In case of any questions or complaints by the Customer, he must contact the Operator by sending a message by email (or by other means that allows the Operator and Customer to confirm that the Customer has sent the message and that the Operator has received it). The Parties will try to resolve all disputes between themselves through negotiation. If a dispute is not resolved through the standard complaints procedure, it will be referred to the courts system, in accordance with the current legislation of the Republic of Uzbekistan.
- 11.3. The court's recognition of the invalidity of any provision of these terms and conditions does not entail the invalidity of the remaining provisions.
- 11.4. These terms and conditions can be changed by the Operator. Such changes will be effective for the Parties, provided they are published on the Operator's website and posted at the Operator's office.
- 11.5. The Operator reserves the right to conduct technical maintenance works on the website that are aimed at improving, modernizing, or changing the interface of, the website; introducing new or removing existing functions; as well as other works, at his discretion. During the period of technical maintenance works the website will not be available to the Customer for ordering services. This condition does not affect the fulfilment of the Operator's obligations for services that have already been paid for.
- 11.6. These terms and conditions apply to a Customer from the date of their entry into force in accordance with clause 4.5 of this document, until the Operator completes the provision of services to the Customer.