



2.5. Any refusal of the Agent to accept the tourist services in any manner, including cancellation of such services in writing or any failure to pay the Principal's invoice, or any acts or things suggesting the Agent's refusal to accept any confirmed travel services, shall cause the consequences referred to in Clause 5.2 of this Agreement commencing from the date of confirmation of the Application by the Principal.	2.5.
2.6. Any amendments as may be made by the Agent in the Application following the confirmation thereof by the Principal, including decreasing the number of tourists, altering the class of rooms or hotels, or time limits, shall be regarded as refusal by the Agent to accept the tourist services reserved and require filing of a new Application. This being the case, the Principal shall be entitled to administer the remedies referred to in Clause 5.2 of this Agreement.	2.6.
<b>3. RIGHTS AND RESPONSIBILITIES OF THE PARTIES</b>	<b>3.</b>
<b>3.1. The Principal shall:</b>	<b>3.1.</b>
3.1.1. Provide the Agent with information about the list and prices of the tourist services on offer.	3.1.1.
3.1.2. Give the Agent, within two (2) business days from the receipt of the Application, a notice of availability of the tourist services applied for.	3.1.2. 2-
3.1.3. Assist the tourists of the Agent in resolving any disputes and/or conflicts in which they may be involved in the country of their temporary stay.	3.1.3.
3.1.4. Provide the Agent with tourist services conforming in composition and specifications to those stated in the Confirmation of the Application.	3.1.4.
3.1.5. Send an invitation to the Agent and carry out visa support to the Agent's tourists in accordance with the requirements and terms of the Embassy of the country of their temporary stay.	3.1.5.
<b>3.2. The Principal shall be entitled to:</b>	<b>3.2.</b>
3.2.1. alter the travel services within the class (category) of services paid for by the Agent in advance or a higher class (category) without requiring payment of extra charges.	3.2.1. ( )
3.2.2. cancel by a notice in writing (or in electronic form) any current reservation of tourist services in the event of failure by the Agent to make payment for such reservations in time. This being the case, the Agent shall be held liable to the Agent's client for such failure to perform, or such improper performance of its obligations.	3.2.2. , ( )
3.2.3. where any tourist fails to arrive in the country of his (her) temporary stay, no-show has to be paid by Agent, referred to in Clause 5.2 of this Agreement.	3.2.3. , .5.2.
<b>3.3. The Agent shall:</b>	<b>3.3.</b>
3.3.1. Make any reservations or alter or cancel Applications only in writing (or in electronic form, if agreed on by the Parties in advance).	3.3.1. , ( )
Any Application form shall include the following data:	:
ó dates and time of arrival / departure of the tourists, and also details of the mean of transport (air flight number);	- / ( ) ;

Principal \_\_\_\_\_

Agent \_\_\_\_\_

ó itinerary, program, and terms of the tour;	- , ;
ó location, name, and class of lodging offered for the tourists' stay;	- , ;
ó number of tourists and reserved rooms, stating the class of the rooms (single, double, twin, etc.);	- ( , .);
ó dates of stay in the lodging;	- ;
ó full name of each tourist, sex, date of birth, citizenship, and passport number;	- , , ;
ó type of board for tourist groups or individual tourists;	- , ;
ó need for an excursion program, if any;	- ;
ó other terms and information related to tourist services reservations.	- , .
3.3.2. Transfer the payments to the Principal in full, in accordance with the Invoice for the services, confirmed by the Principal, within the time limits set out in Article 4 of this Agreement	3.3.2. , , 4 .
3.3.3. Provide any tourist with true, full and timely information about the consumer specifications of the tourist services, and also about the safety requirements related to his (her) travel, and also:	3.3.3. , : ,
ó caution the tourists against changing the tour program at their own discretion;	- ;
ó inform the tourists about the rules of checking in and out at their lodgings and the payment hour at any specific lodging reserved;	- / , ;
ó remind the tourists of their duty to respect the rules of the country of their temporary stay, follow the rules of stay and conduct at the lodgings, and convey to them the recommendations and directions of the Principal's representative;	- , ;
ó warn the tourists that any damage caused by any tourist to places of their accommodation, and also restaurants, museums, carrier or any other service industry establishment shall be incurred by such tourist at his (her) own expense; the Agent shall be held liable for any consequences of failure by any tourist concerned to comply with this provision;	- , , , , ;
ó give the tourists instructions on any other specific aspects of the tour.	- .
3.3.4. Give each tourist, against his (her) receipt, a voucher confirming the rights of such tourist to obtain travel services.	3.3.4. ,
3.3.5. Insure each tourist against unexpected illness and accidents.	3.3.5. .
3.3.6. Send the Principal a timely notice of any change in the time of departure or arrival, or flight cancellation.	3.3.6. / , .
<b>4. PAYMENT CONDITIONS. AGENCY COMMISSION.</b>	<b>4.</b> .
4.1. The Agent shall make payments for the tourist services in full within the time limits given in the Invoice and/in the message confirming the Application, but in any case not later than the date of the client's arrival. Where the Agent sends the Application less than seven (7) day before the date of the client's arrival, any such payment shall be made in full within the day of the	4.1. , ( ) , , 7 .

Principal \_\_\_\_\_

Agent \_\_\_\_\_

Principal's message confirming the Application. The date when the funds are carried to the settlement account or to the cashier's office of the Principal shall be deemed the payment date.	
4.2. Any actions of banks or any other institutions causing the Agent's failure to comply with the provisions of this Clause shall not release the Agent from being liable for any thus delayed payment. Any risks of delays in banking transactions and also those connected with changes in the currency exchange rates shall be referred to the Agent's account.	4.2.
4.3. In confirmation of any payments made, the Agent shall send to the Principal by facsimile or electronic mail a copy of the relevant banking document bearing a stamp certifying the money transfer made, and the amount and date of each money transfer, and showing the name of the bank, number of the payment order, and the transfer currency.	4.3.
4.4. All rates, prices, fees, and any other obligations under this Agreement shall be given in Euro, or U.S. dollars, or Swiss francs.	4.4.
4.5. The Agent's consideration under this Agreement shall consist in the profit as may be derived by the Agent through fulfilling the Principal's orders in the form of the difference between the price at which the Principal's travel services are sold by the Agent to third parties and the price of the tourist services quoted in the Principal's price lists.	4.5.
4.6. Any such Remuneration amounts may be independently deducted by the Agent from the funds received by the Agent as a result of his sale of the Principal's tourist services to third parties.	4.6.
<b>5. RESPONSIBILITY OF PARTIES</b>	<b>5.</b>
5.1. The Parties to this Agreement shall be responsible for any failure to perform, or improper performance of, this Agreement under the current laws of Switzerland and the liability provisions set forth in this Agreement.	5.1.
5.2. Where the Agent refuses to accept the tourist services confirmed by the Principal, the Agent shall pay to the Principal penalties as follows:	5.2.
between <b>20 -16 days</b> before client's arrival or causes penalty payments of <b>40 %</b> of the total ordered tourist services cost;	<b>20 16 40 %</b>
between <b>15 or 6 days</b> before the client's arrival or causes penalty payments of <b>60 %</b> of the total ordered tourist services cost;	<b>15 6 60 %</b>
between <b>00 or 05 days</b> before client's arrival or causes penalty payments of <b>100%</b> of the total ordered tourist services cost.	<b>5 100 %</b>
The Parties hereby agree, that any receipt of a written (electronic) notice canceling the Application, or any failure to make payments, or any other actions (or inaction) by the Agent evidencing its cancellation of the tourist services shall be construed by them as the Agent's cancellation of the ordered tourist services.  Any tourist's failure to arrive, or his (here) delayed arrival in the country of his (her) temporary stay, shall cause penalty payments of 100% of the total ordered tourist services cost.	( ) ( )  100%

Principal \_\_\_\_\_

Agent \_\_\_\_\_

5.3. In addition to the fine, the Agent shall reimburse the Principal for any and all losses incurred by the Principal because of the Agent's refusal to accept the travel services.	5.3.
5.4. Where a tourist refuses, or performs actions evidencing his or her refusal for any reason, to accept any one or several tourist services to be used during the travel, or where a tourist's travel is interrupted because of violation by such tourist of the laws of the country of his (her) temporary stay, or for any reasons beyond the control of the Principal, no refunding for the thus not used tourist services shall be made.	5.4.
5.5. The Principal shall not be held liable for any negative consequences and/or losses caused by events and circumstances beyond its control.	5.5.
<b>6. CLAIMS AND DISPUTE RESOLUTION</b>	<b>6.</b>
6.1. In the event of any disputes arising from or in connection with of this Agreement, the Parties shall make every effort to settle such disputes by negotiation between them.	6.1.
6.2. This Agreement provides for mandatory extrajudicial settlement of disputed through exchange of claims and replies to such claims in writing.	6.2.
6.3. Where any dispute as may arise between the Principal and the Agent can not be settled by negotiations and/or by using the above complaint procedure, such dispute shall be settled by the Arbitration Court in Frauenfeld ( Kt. Thurgau ) in accordance with the laws of Switzerland.	6.1.
<b>7. FORCE-MAJEURE</b>	<b>7.</b>
7.1. The Parties shall not be liable for non-fulfillment or improper fulfillment of their obligations under this Agreement in case of contingencies such as: fire, epidemic, earthquake, terrorist attack, flood, hurricane, storm, tsunami, landslide, other natural disasters and cataclysms, hostilities of any nature, strikes, imposition of emergency or martial law, embargo, changes in the laws of the Russian Federation, or other circumstances beyond the Parties' control.	7.1.
7.2. In case of occurrence of force-majeure circumstances, any funds paid by the Agent under this Agreement shall be refunded less charges of the Principal.	7.2.
<b>8. MISCELLANEOUS</b>	<b>8.</b>
8.1. This Agreement is signed in two original copies containing identical text in English and Russian languages, both copies being fully authentic,	8.1.

Principal \_\_\_\_\_

Agent \_\_\_\_\_

one copy for each of the Parties.	
8.2. This Agreement comes into force from the date of its signing.	8.2.
8.3. Any and all alternations in, and additions to, this Agreement shall only be valid if done in writing and signed by duly authorized representatives of the Parties.	8.3.
8.4. This Agreement may be terminated or altered by agreement between the Parties upon the occurrence of any circumstances covered by this Agreement.	8.4.
8.5. This Agreement may be terminated by either Party, provided that the terminating Party gives the other Party at least thirty (30) days written notice before the proposed termination date of this Agreement. In this case, the Parties shall settle their accounts within fourteen (14) days of the aforesaid termination notice.	8.5.  30 ( )  14 ( )
<b>9. BANKING DETAILS AND SIGNATURES OF THE PARTIES</b>	<b>9.</b>
<p><b>The Principal:</b> <b>INCOTRADE LTD.</b></p> <p>Address: Schaffhauserstrasse 6, 8500 Frauenfeld, Switzerland Telephone: 0041 52 722 15 44 Fax: 0041 52 722 16 73 E-mail: <a href="mailto:switzerland@incotrade.ch">switzerland@incotrade.ch</a> and <a href="mailto:moscow@incotrade.ch">moscow@incotrade.ch</a></p> <p>Bank: Union Bank of Switzerland Account 730.581.01 G for Swiss Ffranks Account 730.581.61 J for US dollars Account 239.730.581.62 U for euro SWIFT code: UBS WCH ZH 80 A IBAN code: CH21 0023 9239 7305 8162 U</p>	<p><b>The Agent:</b> _____</p> <p><b><u>Physical address:</u></b> Telephone: Fax: E-mail:</p> <p><b><u>Legal address:</u></b></p> <p><b><u>Bank:</u></b> Settlement account Correspondent account: TIN: KPP: BIC:</p>
<p>Name: Mr. Fritz Meyer</p> <p>Position: General Director</p> <p>Signature: _____</p>	<p>Name: _____</p> <p>Position: _____</p> <p>Signature: _____</p>

Principal \_\_\_\_\_

Agent \_\_\_\_\_