

Terms & Conditions

By booking or participating in a tour and any related products or services (a "Tour") with UAB Pilni lagaminai trading as Travel Addicts Club of Paupio 31A, Vilnius, Lithuania, LT-11341, referred to as "Travel Addicts Club" or the "Tour Operator" or "us" or "we", you ("you", "client") agree to these Terms & Conditions (the "Terms").

By booking a Tour you acknowledge that you have read, understand and agree to be bound by these Terms. If you make a booking on behalf of other participants, you guarantee that you have the authority to accept and do accept these Terms on behalf of the other participants in your party.

1. Contract

Your booking is confirmed and a contract exists when the Tour Operator or your travel agent issues a written confirmation after receipt of the applicable deposit amount. Please check your confirmation carefully and report any incorrect or incomplete information to the Tour Operator or authorized agent immediately. Please ensure that names are exactly as stated in the relevant passport.

You must be at least 18 years of age to make a booking. For tours involving alcohol consumption (eg. beer, wine tastings) you must be at least 20 years of age as legal drinking age in Lithuania is 20 years. You agree to provide full, complete and accurate information to the Tour Operator.

2. Booking on behalf of others

By booking on behalf of other participants, you are deemed to be the designated contact person for every participant included on that booking. This means that you are responsible for making all payments due in connection with your Tour booking, notifying the Tour Operator or your travel agent if any changes or cancellations are required and keeping your party informed.

By booking on behalf of another person or persons, you represent and warrant that you have obtained all required consents. You are responsible for verifying that any information you provide on behalf of another participant is complete and accurate and the Tour Operator will under no circumstances be

liable for any errors or omissions in the information provided to complete a booking.

3. Special requirements

Any special requirements must be disclosed to the Tour Operator at the time of booking. The Tour Operator will use reasonable efforts to accommodate special requirements or requests but this is not always possible given the nature of the destinations visited and availability of options outside a planned itinerary. Certain activities may be inaccessible to you if your mobility is limited in any way. All food allergies and dietary restrictions must be disclosed to the Tour Operator at the time of booking but the Tour Operator cannot guarantee that dietary needs or restrictions can be accommodated. Any special requests or requirements do not form part of these Terms or the contract between you and the Tour Operator and the Tour Operator is not liable for any failure to accommodate or fulfill such requests.

4. Age requirement

Anyone under the age of 18 on the date of first travel is considered to be a minor. Minors must always be accompanied by an adult. One adult may accompany up to two minors. All bookings with a minor are subject to review and approval by the Tour Operator. If the consent of a parent, guardian or any other person is required by applicable law for any minor to travel, the accompanying adult is responsible for securing all consents, documentation and ensuring that they and the minor(s) meet all legal requirements to travel, to enter into and depart from applicable countries and regions. The Tour Operator will not be responsible for any fees, damages, or losses incurred as a result of any failure to secure necessary consents, permits, and approvals.

Each adult on a booking with a minor or minor(s) is jointly and severally responsible for the behavior, wellbeing, supervision and monitoring of such minor(s), and jointly and severally accepts these Terms for and on behalf of any minor(s) on their booking, including all assumptions of risk and limitations of liability. The Tour Operator does not provide care services for minors and expressly disclaims any responsibility for chaperoning or controlling any minor(s).

5. Terms of Payment

Online bookings: When booking online using our booking engine or other online booking sources you pay the full amount in the last step of the booking process.

For guaranteed departure tours if booked less than 70 days before tour start day you will pay the full amount in the last step of booking process. For the tours starting 70 days and more from the booking date 25% deposit is payable at the last step of the booking process.

Bookings via email: For private tours and for any kind of tailor made tour(s), booked via email with the help of our sales team, the following applies:

- A non-refundable deposit of 25% is needed to confirm your booking.
- The rest 75% should be paid to UAB Pilni lagaminai at least 10 weeks (70 days) before the tour start date.

6. If You Change or Cancel Your Holiday

If you decide to change your booking after you have paid, we will do what we reasonably can to accommodate you, but it may not always be possible. You should notify us as soon as possible in writing of any changes as the sooner you do this the more likely it is that we can make the change. There will be an administration fee of €50 for each change for each adult on the booking plus any extra costs incurred by us in making these changes.

You may cancel your holiday at any time with us. We must receive written notification from the person who made the booking. However, as we incur costs from the time that we confirm your booking, you will have to pay the applicable cancellation charge as shown below:

- If you cancel your tour
- 70 or more days before tour starting day - 25% non-refundable deposit will be charged
- 31 - 69 days before tour starting day - 75% of tour price will be charged
- 30 days or less before arrival - 100% of tour price will be charged

Group Bookings

A group consists of 10 or more individual passengers. When making a group booking, we will require a €100 per passenger non-refundable deposit at the time of booking.

The balance will be due 70 days or in some cases 84 days prior to departure. For group bookings made within 70 days of departure date, we will require full payment at time of booking.

7. Changes or cancellations by us

7.1. We start planning the tours we offer many months in advance. Occasionally, we have to make changes to and correct errors in brochure and other details both before and after bookings have been confirmed and cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we reserve the right to cancel or make changes to a trip under any circumstances. Please note, our escorted group holidays require a minimum number of participants to enable us to operate them. If the minimum number of bookings required for a particular holiday have not been received, we are entitled to cancel it. We will notify you of cancellation for this reason at least 45 days prior to your departure.

7.2. Most changes are minor. Occasionally, we have to make a "significant change". A significant change is a change made before departure which, taking account of the information you give us at the time of booking and which we can reasonably be expected to know as a tour operator, we can reasonably expect to have a major effect on your holiday. Significant changes are likely to include the following changes when made before departure; a change of accommodation to that of a lower official classification or standard for the whole or a major part of the time you are away, a change of accommodation area for the whole or a major part of the time you are away, a change of outward departure time of 12 or more hours, a change of UK departure point to one which is more inconvenient for you and, in the case of tours, a significant change of itinerary missing out one or more major destination substantially or altogether.

7.3. If we have to make a significant change or cancel, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options:-
(a) (for significant changes) accepting the

changed arrangements or (b) purchasing an alternative holiday from us, of a similar standard to that originally booked if available. We will offer you at least one alternative holiday of equivalent or higher standard for which you will not be asked to pay any more than the price of the original holiday. If this holiday is in fact cheaper than the original one, we will refund the price difference. If you do not wish to accept the holiday we specifically offer you, you may choose any of our other then available holidays. You must pay the applicable price of any such holiday. This will mean your paying more if it is more expensive or receiving a refund if it is cheaper or (c) cancelling or accepting the cancellation in which case you will receive a full and quick refund of all monies you have paid to us. As referred to above please be aware that this clause does not apply to any flight(s) and/or transfers which do not form part a 'package' bought from us (see clause 1.4 for details of what constitutes a package). In addition where the cause for the significant change or cancellation is beyond our control, we will only be liable for refunding the recoverable costs of the 'package'. Accordingly you should ensure that you have adequate travel insurance to cover you in the event that your tour is cancelled and you no longer wish to make use of any flight(s) and/or transfers which have not also been cancelled. Please note, the above options are not available where any change made is a minor one. A change of flight time of less than 12 hours, flight routing from a direct flight to a flight including a stopover, airline (except as specified in clause 19 "Flights"), type of aircraft (if advised) or destination airport will all be treated as minor changes.

7.4 If we have to make a significant change or cancel we will, where compensation is appropriate, pay compensation depending on the circumstances and when the significant change or cancellation is notified to you subject to the following exceptions. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where (1) we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of

which we could not have avoided even with all due care or (2) we have to cancel because the minimum number of bookings necessary for us to operate your holiday has not been reached (see above). No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time) or where a change is a minor one.

7.5 Very rarely, we may be forced by "force majeure" (see clause 7.7) to change or terminate your holiday after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

7.6. We reserve the right to cancel any booking if we reasonably feel that the physical condition or behaviour of a client may affect their own well-being, that of any members of our local crew, that of any other members of an escorted group tour, or the enjoyment of other members of the group while on a tour

7.7. FORCE MAJEURE
Compensation will not be payable in any cases where an amendment, change or cancellation is due to "force majeure", defined as unusual or unforeseeable events or circumstances beyond our control, the consequences of which neither we nor our suppliers could avoid. These include, but are not limited to, war, threat of war, riot, civil disturbance or strife, terrorist activity (actual or threatened), industrial disputes, technical or maintenance problems with transport, machinery or equipment, power failure, natural or nuclear disaster, fire, flood, drought, adverse weather conditions, levels of water in rivers, acts of God, closure of airports, changes of schedules or operational decisions of transport providers.

7.8. LOW BOOKINGS
Compensation is not payable if a holiday or tour does not take place because a required

minimum number of passengers to enable the holiday or tour to take place has not been reached and you were informed of that requirement at the time of booking. We will notify you at least ten weeks before departure if your holiday has not reached the minimum number and is therefore canceled and where possible we will offer a similar holiday on a different date or an alternative holiday departing at or around the original date.

8. Our Tour Leader:

We will appoint a Tour Leader(s) who will represent the us and assist with the proper and safe running of you and your fellow participants' escorted group tour. You must accept the decisions of the Tour Leader who shall have the discretion to make decisions and take action which may impact on your tour. If your physical condition or behaviour is such as to affect the well-being of yourself or other members of the group or the enjoyment of other members of the group, you may be asked to leave the tour without any right to refund. If you wish to leave the group temporarily, you will be asked to sign a release form.

9. Information

Whilst we make every effort to ensure that the information on our website and in our documentation is as accurate as possible, we reserve the right to make changes when necessary. UAB Pilni lagaminai are only responsible for information contained within our own publications and websites. We are not responsible for third party information (eg from tourist boards or hotels) contained in any other brochures or websites.

10. Responsibility

- UAB Pilni lagaminai recommends all clients to purchase their own travel insurance to cover unforeseen circumstances.
- UAB Pilni lagaminai is not responsible for any injuries or losses sustained whilst clients are on tours with UAB Pilni lagaminai whether the booking was made on our websites or via a third party. The client assumes responsibility for their own property, proof of experience and actions while on tour.

11. Suppliers

Many of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable international conventions. Copies of the relevant parts of these terms and conditions and of the international conventions are available on request from ourselves or the supplier concerned.

12. Travel insurance

Your travel arrangements with us DO NOT include insurance. You must have suitable insurance cover, preferably from the moment you book, so you benefit from cancellation cover straightaway. It is your responsibility to arrange a suitable insurance policy for your trip.

13. Liability:

13.1 We promise to make sure that the holiday arrangements we have agreed to make, perform or provide as applicable as part of our contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these booking conditions, we will accept responsibility if, for example, you suffer death or personal injury or your contracted holiday arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted holiday arrangements. Please note, it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).

13.2 We will not be responsible for any injury, illness, death, loss (including loss of enjoyment or possessions), damage, expense, cost or other sum or claim of any

description whatsoever which results from any of the following: - the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or the act(s) and/or omission(s) of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable or 'force majeure' as defined in clause 13 below

13.3 Please note, we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised by us and we have not agreed to arrange them as part of our contract and any excursion you purchase whilst on holiday. In addition, regardless of any wording used by us on our website, in any advertising material or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

13.4 The promises we make to you about the services we have agreed to provide or arrange as part of our contract - and the laws and regulations of the country in which your claim or complaint occurred - will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of the UK which would have applied had those services been provided in the UK. The exception to this is where the claim or complaint concerns the absence of a safety feature which might lead a reasonable holiday maker to refuse to take the holiday in question. Please note, however, our obligation is to exercise reasonable skill and care as referred to in clause 11.1. We do not make any representation or commitment that all services will comply with applicable local laws and regulations and failure to comply does not automatically mean we have not exercised reasonable skill and care.

13.5 Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you is 500€ per person affected unless a lower limitation applies to your claim under this clause or clause 11.6 below. You must ensure you have appropriate travel insurance to protect your personal belongings. For all other claims which do not involve death or personal injury, if we are found liable to you on any basis the maximum amount we will have to pay you is twice the price (excluding amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under clause 11.6 below. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday.

13.6 Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea or rail carrier to which any international convention or EU regulation applies, our liability (including the maximum amount of compensation we will have to pay you, the types of claim and the circumstances in which compensation will be payable) will be limited as if we were the carrier in question as referred to below. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is the most the carrier concerned would have to pay under the international convention or regulation which applies to the travel arrangements in question (for example, the Warsaw Convention as amended or unamended and the Montreal Convention for international travel by air and/or for airlines with an operating licence granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by air, the Athens Convention for international travel by sea (as amended by the 2002 Protocol where applicable) and COTIF, the Convention on International Travel by Rail). Where a carrier would not be obliged to make any payment to you under the applicable international

convention or regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the carrier for the complaint or claim in question. Copies of the applicable international conventions and regulations are available from us on request.

13.7 Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description (1) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or (2) which did not result from any breach of contract or other fault by ourselves or our employees or where we are responsible for them, our suppliers. Additionally we cannot accept liability for any business losses (including without limitation, self employed loss of earnings).

14. Complaints

You agree to bring any complaints to the Tour Operator as soon as possible in order to provide the Tour Operator with the opportunity to properly address such complaint. You agree to inform your tour leader, another representative of the Tour Operator or the Tour Operator's customer service department directly. The Tour Operator assumes no liability for complaints that are not properly brought to the attention of the Tour Operator and cannot resolve or attempt to resolve complaints until proper notice is provided. Any complaint made after the completion of a Tour must be received in writing by the Tour Operator within 30 days of the last day of travel of the booking in question.

15. Health matters

We highly recommend that those with specific health concerns or problems check with their General Practitioner who can give the all clear to travel. Please be advised that ticks can be found in the Baltic Region, a small percentage of these carry the encephalitis virus. Those staying in rural areas should seek the appropriate advice.

16. Delays

Unfortunately, we are unable to offer any assistance in the unlikely event of delay at your outward or homeward point of departure. The provision of meals or overnight accommodation is entirely at the discretion of the carrier. Any such change will not enable you to cancel or change your booking without paying our normal charges.

17. Applicable law

This contract is governed by Lithuanian Law.

18. Weather and local conditions

As the weather is so unpredictable, we cannot be held responsible for disruption to your holiday due to bad or unusual weather conditions.

If local resorts, museums, concert halls or any facilities close for any reason, we will do our best to obtain a refund for you but will not hold ourselves responsible for such events.

19. Images and marketing

You agree that, while participating in any Tour, images, photos or videos may be taken by other participants, the Tour Operator or its representatives that may contain or feature you. You consent to any such pictures being taken and grants a perpetual, royalty-free, worldwide, irrevocable license to the Tour Operator, its contractors, sub-contractors and assigns, to reproduce for any purpose whatsoever (including marketing, promotions and the creation of promotional materials by or with sub-licensees), in any medium whatsoever, whether currently known or hereinafter devised, without any further obligation or compensation payable to you.

20. Data protection policy

In order for us to process your booking we need to store and record your information, including data as supplied. We use such information for updating our mailing lists, for fraud prevention, market research and analysis and from time to time you may receive travel related information from us. Should you not wish to receive such literature please advise us in writing.