

CONTRACT FOR TOURIST SERVICES № EE22/.....

Today,, in the city of Sofia this agreement for tourist services was executed by and between:

MACHIRSKI SPORT Ltd., tour operator - holder of a registration № 5597, with VAT BG121778151, Insurance „Tour operator Liability“ – 00088321/13062110000307 issued by LEV INS, address: Sofia, 2 Vrabnica, 632 Building, A Entr., and a correspondence address: 1000 Sofia, 19 Tsar Ivan Shishman Str, email: office@machirski-sport.com; tel: 359885042244; represented by Asparuh Machirski, Milena Machirska and Yordan Machirski, hereinafter referred to as TOUR OPERATOR, on one hand and:

Names: 1), Date of birth:, tel....., email:, hereinafter referred to as CLIENT on the other, on his own, and on behalf of:

2), Age, Date of birth:, tel.,

3), Age, Date of birth:, tel.,

SUBJECT OF AGREEMENT

The TOUR OPERATOR commits to provide the CLIENT with the tourist services specified in this contract in exchange for a respective payment.

#	PACKAGE TYPE & SPORT	NUMBER OF DAYS	COURSE DATES	TRANSPORT (bus stop get on/get off)	EQUIPMENT (height (cm) and shoe size)	SKILLS	PRICE (per person)
1.							
2.							
3.							
4.							
5.							
					Total		

This contract was executed in two identical copies – one for each party and it is valid until the end of the ski season. The general conditions for execution of ski and snowboard courses of “Machirski Sport” Ltd. are part of this contract. Contract sent via email, signed and scanned is said to be valid and enforceable.

TOUR OPERATOR:

CLIENT:

The Tour Operator, in its capacity of a Personal Data Administrator, processes the following categories of personal data: - names, birth date, address, telephone and e-mail of the Customer - for the purpose of signing a tourist service contract; names, birthdays, height, number of shoes and information on specific diseases / allergies of the subscribed on behalf of the Customer - for the purpose of providing the tourist service, insurance during the tourist service and avoiding life threatening situations. The personal information may also be placed at disposal of third parties with respect to the law legislations. The tour operator stores the personal data within the statutory deadlines. After expiry of the deadlines, data is destroyed. The client has the following rights as a subject of personal data: Access to his/her personal data; Correction (if data is inaccurate); Deletion (the right to be forgotten); Limiting their processing; Portability of personal data between administrators; Opposition to the processing of my personal data; Appeal to the supervisory authority; Not be the subject of a decision based solely on automated processing involving profiling which produces legal consequences for him as a data subject or similarly affects him considerably; Has the right to judicial or administrative protection if his/her rights have been violated. The Customer has the right to familiarize yourself with the Tour Operator's Privacy Policy and Privacy Policy, which can be found here - <https://machirski-sport.com/about-us/>.

I am aware of my rights as a subject of personal data(Signature of the Client)

I give my consent to the processing of my "email address" for the purpose of direct marketing (Signature of the Client)

I give my consent to the processing of personal data "Picture and video material" for the purposes of direct marketing and for posting on the facebook page / website (Signature of the Client)

TERMS AND CONDITIONS OF MACHIRSKI SPORT LTD. FOR EXECUTION SKI AND SNOWBOARD LESSONS

1. BOOKING & PAYMENT

Booking a ski/snowboard lesson from Machirski Sport Ltd. is made from Monday to Thursday; 09:00 am – 06:30 pm. Booking requests are accepted only **online** - by filling out a **reservation form** from our website OR via **email** - reservations@machirski-sport.com. For booking a lesson a **Contract** and Terms and Conditions forms have to be filled out, signed and sent to our email. Bookings are valid only after written confirmation from Machirski Sport and a full prepayment. In order to book ski/snowboard lessons with a Bulgarian speaking group, the participant must have a good understanding of Bulgarian language. If the participant does not understand or speak Bulgarian, he/she has to book private ski/snowboard lessons with an English speaking teacher.

The payments can be made: **by bank transfer** – with wire transfer to the bank account of Machirski Sport: **Bank account (in BGN): Machirski Sport Ltd., Bank: DSK Bank, IBAN: BG09 STSA9300001434 073, BIC: STSABGSF. Bank account (in EUR): Machirski Sport Ltd., Bank: DSK Bank, IBAN: BG32 STSA 93000021476478, BIC: STSABGSF.** OR **by debit/credit card** - we will send you a payment link to your email or via message on your phone by myPOS and you will land on a secure payment gateway, where you can enter your card details and complete the payment process. If the payment is done by a company bank account, please send us company details in order to issue an invoice. In case of payment after 12:00 pm on Friday, the client must send us a scanned payment order to: reservations@machirski-sport.com. If the participant is under 18 years old, his/hers parent/guardian is required to inform Machirski Sport of any behavioural characteristics and illnesses of the child.

The mountain insurance and the transfer with a shuttle bus are included in the package price only if the booking is made in advance online or by email. The certificate of insurance is issued by EUROINS Insurance Company and it covers up to 1000 BGN for medical and rescue expenses. If an insurance event occurs, the client must contact the tour operator immediately. In case the client does not provide true and correct personal data (three names, DOB, address, phone number), Machirski Sport can refuse to insure this client and it is not liable if an accident has occurred.

Children with **personal ski/snowboard equipment** are accepted if the parent guarantees its suitability and reliability and therefore signs Terms and conditions after a successful consultation with a representative of "Machirski Sport" regarding the size and reliability of the personal equipment. For beginners, the size of the ski/snowboard shouldn't be higher than the chin of the trainee. Personal equipment must be properly labelled.

Packages Ski Kindergarten or Beginners include lift pass for the lift facilities owned and managed by Machirski Sport on the Ophelii and Vetroval ski slopes. Packages Advanced and Experts do not include lift pass. Machirski Sport is not responsible for and does not refund money for purchased lift passes in case of discontinuation of the facilities due to bad weather, accident or other force majeure circumstances. Machirski Sport is not responsible and does not reimburse for obstruction of skiing or snowboarding lessons caused by discontinued use of lift facilities owned by Machirski Sport or other lift operator.

When booking ski/snowboard lessons you can add and pay an extra insurance Travel Cancellation that covers COVID risks. The insurance can be issued up to 5 days from the date of signing up the contract for the service and not less than 10 days before the starting date of the lessons.

2. CONDUCTING

When booking ski/snowboard lessons the client has to note a place of departure and return which is most convenient for him/her or the child. The transfers are performed with shuttle buses and vans, marked with "Machirski Sport" signs. It is mandatory for all passengers to wear face masks. The shuttle bus departures from the parking lot in front of "Vasil Levski" National Stadium at 08:15/08:30 am and stops at the following locations: bus stop "SHELL" – bus stop after the Shell gas station on Bulgaria Blvd.; bus stop "Gotse Delchev" – bus stop after the intersection of Bulgaria Blvd. and Gotse Delchev Blvd.; bus stop "Billa" – bus stop after the intersection of Bulgaria Blvd. and Todor Kableshkov Blvd. (across the Bulgaria Mall); bus stop "Skiorka" – stop after the intersection of "Panoramen pat" Str. and "Belovodski pat" Str. in Boyana District – 08:45 am. The client has to wait at the chosen bus stop at 08:30 am. The shuttle bus passes by the stops later, but it is forbidden for it to stay on the bus stops and wait for clients, so we prefer the clients to be there earlier. On return the stops are located at the opposite side of the boulevards, on the way to the city centre, after the mentioned intersections. At the bus stop "Skiorka", the bus stops before the intersection around 03:45 – 04:00 pm. The bus arrives at the National Stadium "Vasil Levski" at 04:15 – 04:30 pm. In case of emergency please call us at +359885042244.

Group ski/snowboard lessons are 4 hours per day – 2 hours before lunch (10:00 am - 12:00 pm), lunch break (45 mins) and 2 hours training after lunch (01:00 pm – 03:00 pm). The clients have to bring themselves lunch, a water bottle, and a thermos or a mug for the hot tea we serve for free.

3. TERMS AND CONDITIONS

The client may cancel his participation for the lessons or part of the lessons, without any penalties, if notifies Machirski Sport within 2 days before the starting date of the lessons via email office@machirski-sport.com. If cancelled in a shorter term, 70% of the package price will be refunded. The client may delay and change a day of the lessons only if the client has informed Machirski Sport of hers/his absence at least 24 hours prior to the lessons date by email: office@machirski-sport.com or with a message to tel.: +359 885 04 22 44. In every other case, the missed day/s cannot be used. The client can use a postponed day/s within 3 weeks from the requested end date of the lessons. If the three weeks for work are overdue, the day/s cannot be used. After the expiration of the three weeks and missed the entire course, the Client is refunded 70% of the package price. If you cancel after using 2 days of 4-day, 3 days of 5-day, 4 days of 6-day course, the funds are not refundable. In case of cancellation after using 1 day for 2- and 4-day packages, as well as 1 or 2 days of 3-, 5- and 6-day packages or 3 days of 6-day package, the price for the used number of days is withheld from the package price according to the price list announced on the Machirski Sport website - www.machirski-sport.com, and the difference being refunded. A used day is considered to be the day on which the Client departs with the shuttle bus or arrives at the ski centres Ophelii / Vetroval / Aleko / Borovets / Malyovitsa. Missed days can only be used only until 03/31/2022. After that date, Machirski Sport will retain a 100% penalty for all unused services. The Client has the right to transfer its rights and obligations under the contract to a third party by giving a written notice to Machirski Sport. Depending on the specifics of the type of the course chosen, the third party surcharge may be required. Amounts are refundable only upon presentation of a receipt and/or an invoice. Amounts will be refunded by 03/31/2022. The Client undertakes to observe the safety rules of the ski centres of Ophelii, Vetroval, Aleko, Borovets, Malyovitsa.

Rights and obligations of Machirski Sport

Machirski Sport can change the starting date of the lessons, if the conditions for conducting the course are not appropriate. Machirski Sport is obliged to coordinate the change with the client, as the new dates of the course have to be agreed with the Client. If the Client is unable to complete the course in the new period, the amount paid for the course will be refunded. Machirski Sport can change some of the dates of the course, after its beginning, if the conditions are not appropriate. The new dates should be coordinated with the Client. If the Client is unable to complete the course in the new period, the amount paid for the course will be refunded. Amounts will be refunded by 03/31/2022. It is desirable, the Client to put a name tag on his personal belongings. Machirski Sport is not responsible for lost/forgotten or stolen items. If a Client loses/forgets an item, he/she has to inform Machirski Sport within 24 hours. The Client has to provide Machirski Sport with exact information for the brand, model, colour of the lost possession, so Machirski Sport team can try to find it. Machirski Sport is not responsible for a violation of the ski/snowboard school's work schedule due to a problem with the cleaning or passability of the Sofia-Vetrovala-Ophelia road; Sofia - Aleko, Sofia - Borovets resort, Sofia - Malyovitsa, as well as in case of accidents related to the power supply.

Claims - The customer has the right to complain about any non-compliance of the service with the agreed. The complaint is submitted orally or in writing within 14 days from the date of the failure or inadequate performance. When a claim is made, the Customer indicates the subject of the claim, the preferred way of claiming it, the claim amount and the contact address. When submitting a claim, the Customer must also attach the documents on which the claim is based: a receipt or invoice; protocols, acts or other documents establishing the failure or inadequate performance of the contract. Complaints are accepted in the company office where the service is ordered, at the address: Sofia, 19 Tsar Shishman Str. or by e-mail: office@machirski-sport.com. Machirski Sport describes the claim in a register and issues to the Customer a document containing the date, the number under which the claim was entered in the register, the type of service and the signature of the person who accepted the claim. When the claim is satisfied, the Tour Operator issues an act and provides one copy to the consumer.

Other conditions - For breach of contractual obligations of either party, the provisions of the Law on Obligations and Contracts and the Bulgarian legislation shall be applied.

CLIENT:

**DECLARATION OF INFORMED CONSENT
IN CONNECTION WITH THE EPIDEMIOLOGICAL SITUATION**

I, the undersigned, declare that:

1. I and / or the persons I have registered are healthy as of the starting date of the service:
 - I have/they have not been in contact with contagious patients
 - I have/they have not been in contact with an infected person with COVID-19
 - In case of change in my health status and / or that of the persons registered by me, the use of the service will be suspended until the situation is clarified.
2. I will notify Machirski Sport in writing if I and / or the persons I have registered suffer from chronic diseases - allergies to food or medicinal products, diabetes, epileptic seizures, etc .:
.....
3. I agree to observe the general rules for anti-epidemic control of "Machirski sport" for work in conditions of emergency epidemiological situation on the territory of the country.

I am aware that:

- "Machirski sport" ensures compliance with all necessary hygiene requirements to protect the health and lives of participants, but can not guarantee the non-spread of infectious diseases, including and COVID-19.
- I must monitor my temperature and health status, as well as those of the persons I have registered, and at a temperature higher than 37.3 ° C and / or flu-like symptoms to consult a personal physician, and the use of services - suspended until clarification of the situation.
- It is necessary to assist in the implementation of the anti-epidemic measures taken by Machirski Sport and control of their observance in order to protect the health of the participants and employees.

Date:

Signature:

**Anti-epidemic measures and rules for conducting
ski and snowboard training by "Machirski Sport" Ltd.**

- Each client must possess personal disinfectant, mask / buff or bandana and wet wipes.
- When boarding the bus shuttle, the participants' hands must be disinfected, each participant uses a mask / buff (multifunctional collar) or a bandana to cover the nose and the mouth.
- Participants with symptoms such as cold, runny nose, sneezing, sore throat, mild cough and fever are not allowed to board the bus and to participate in sport activities.
- In the company bases/houses, the participants must keep a distance of at least 1.5 m from each other, as well as use a mask / buff / bandana.
- Information boards are placed in the company bases, which inform the participants about the obligation to observe physical distance and hand hygiene.
- To maintain good hygiene, customers have access to bathrooms and disinfectants in the bases.
- The team is instructed to monitor the health and to notice COVID symptoms of the participants
- The training is conducted in groups up to 10 people
- The distance between the students during the training should not be less than 1 m
- Methods of teaching and supporting students through direct contact (teacher-student or student-student) are avoided. Teachers must wear a mask / buff / bandana.
- Snow sports teachers must take into account and prevent the accumulation of groups when leading students.
- To avoid moving clients from one group to another as much as possible.
- Maximum hygiene is ensured through strict procedures for regular cleaning and disinfection, at least 2 times a day, incl. on all surfaces that can be touched by the team and participants.
- Natural ventilation is used as long as temperatures allow.