

CONTRACT FOR TOURIST SERVICES № E23/.....

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“ – 00088321/13062210000298 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), Age, Date of birth:,
tel....., email:, hereinafter referred to as CLIENT on the other,
on his/her 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, shoe sizes 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 employees of the Tour Operator and its subcontractors have access to the data. The tour operator stores the data on paper and in an electronic version within the legally established terms.

After the expiry of the periods, the data is destroyed by shredding or by deletion from the electronic database. 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 of 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 his/herself 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 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. **2. PAYMENT** Full payment must be made five days before the starting day. 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. **3. CONDUCTING** The shuttle bus transfer is included in the package price only with advance booking through the website or by email. When booking, the Customer chooses which of the specified stops he will use for boarding and alighting.

The transfers are performed with shuttle buses and vans, marked with "Machirski Sport" signs. 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 Kableshev 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. With the "Expert" package, the departure is only from **Vasil Levski National Stadium at 07:45 a.m.** It is advisable for the customer to wait at 08:30 a.m. at the stop of his choice. The shuttle bus runs later, but cannot stay at the stops and wait for late customers, 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. **4. INSURANCE** The mountain insurance is 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. **Trip cancellation insurance** can be purchased upon booking for an additional fee. The insurance is concluded within 5 days from the date of the tourist service contract and no less than 10 days must remain before the start of the trip. You can see information about the insurance [HERE](#)

5. PERSONAL EQUIPMENT AND CLOTHES 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. Course participants must be dressed in appropriate winter clothing. It is desirable that the outfit is in two parts - a jacket and trousers, to allow easy undressing (on the bus, at the base, outdoors) and for children it should also include: Children should wear 3/4 socks (thermal) or tights. Short socks, thick wool socks or more than one pair of regular socks are NOT recommended. Children's winter gloves can be single-fingered, but NOT knitted. Helmet or winter hat to cover the ears. Children's backpack with child's name tag, address and phone number of the parent. Spare pair of socks, gloves and extra t-shirt (a pair of underwear for the little ones). Sunglasses with high UV protection, mask type recommended. Children should be pre-slathered with sunscreen (SPF +15), but not moisturizing. Scarves, ties, hanging accessories are DANGEROUS.

6. SKI PASS. When signing up for the "Beginners" and "Intermediate" packages, the package price includes a ski pass for use of the facilities managed by "Machirski Sport" on the Ophelii and Vetroval slopes. "Advanced" and "Expert" packages do not include a ski pass. "Machirski sport" is not responsible and does not refund funds for purchased tickets in case of suspension of use of the facilities due to bad weather conditions, accident or other force majeure circumstances. "Machirski sport" is not responsible and does not reimburse funds in the event of obstruction of the ski or snowboard training course, caused by suspended use of tow and lift equipment owned by "Machirski sport" or another lift operator.

7. Organization of training. Group ski/snowboard lessons are 4 hours a day - two hours before lunch (10:00 - 12:00), a 45-minute lunch break and two hours after lunch (13:00 - 15:00). Clients should bring a small thermos/bottle with water and food pack. During the lunch break, customers are offered free hot tea and are required to bring a reusable jug or cup.

8. TERMS AND CONDITIONS

8.1. The customer can cancel the whole course or only a part of the course without paying a penalty up to 2 days before the start of the course by sending an email to office@machirski-sport.com.

8.2. In case of cancellation within a shorter period, 70% of the package price is refunded.

8.3. The client can postpone or change a day of his course up to 24 hours before the relevant date, in writing to office@machirski-sport.com or by message (sms, viber, whatsapp) to **+359 885 04 22 44**.

8.4. Changes in a shorter period, regardless of the reason, are not accepted and the corresponding day is considered used.

8.5. The client may work a deferred day/days within 3 weeks of the stated course end date. If the three working weeks are overdue, the day/days are not worked. After the expiration of the three weeks and the entire course is missed, 70% of the package price is refunded to the Client.

8.6. In case of cancellation after 2 days of a 4-day course, 3 days of a 5-day course, 4 days of a 6-day course, funds are not refunded.

8.7. In case of cancellation after **using 1 day** of a 2- and 4-day package, as well as using 1 or 2 days of a 3-, 5- and 6-day package or 3 days of a 6-day package, the amount for the used time is deducted from the package price number of days according to the price list announced on the website of "Machirski Sport" - www.machirski-sport.com, and the difference is refunded. A day on which the Client traveled by shuttle bus or arrived at the territory of Ophelii/ Vetroval/ Aleko/ Borovets/ Malyovitsa ski centers is considered used, as well as a day that the Client missed without fulfilling condition 8.3.

8.8. Missed days are worked out only until the end of Season 2023. After this period, "Machirski Sport" retains 100% penalty for all unused services, unless there is an individual other agreement with the Client.

8.9. The customer has the right to transfer his rights and obligations under the contract to a third party by notifying Machirski Sport in advance in writing. Depending on the specifics of the type of course chosen, an additional payment may be required from the third party.

8.10. Funds are refunded only upon presentation of a receipt and/or invoice.**8.11.** Funds are refunded until the end of Season 2023.

8.12. The customer undertakes to comply with the safety rules on the slopes of the ski centers "Ophelii", "Vetrovala", "Aleko", kk Borovets.

8.13. "Machirski sport" can change the start date of the course if the conditions are not suitable, being obliged to coordinate the change with the Client and the new dates of the course must be at a time suitable for the Client. If the Client is unable to complete the training course in another period - the amount paid for the course is refunded.

8.14. "Machirski sport" can suspend the performance of a day/days of a course after the start date, if the conditions of the course prevent the normal running of the course, by agreeing the new dates for the days with the Client, and they must be at a time suitable for the Client. If the Client is unable to work the days in another period, the amount paid for the unused days of the course is refunded. Amounts are refundable until the end of the 2023 season.

8.14. In the event that the minimum number of participants required for the implementation of a given course has not been collected, "Machirski Sport" must inform the Client, no later than 24 hours before the start date, offering alternatives. If the client does not accept any alternative, "Machirski Sport" will refund the amount paid in full.

8.15. Machirski Sport is not responsible for lost/forgotten or stolen items. In the event of a lost/forgotten item, the Client is obliged to notify "Machirski Sport" within 24 hours. It is desirable for the Customer to provide accurate information about the brand, model, color of the lost item so that "Machirski Sport" can assist in finding it.

8.16 "Machirski Sport" is not responsible for the disruption of the school's work schedule, as a result of a problem with the cleaning or passability of the road Sofia - Vetrovala - Ophelii; Sofia - Aleko, Sofia - kk Borovets, Sofia - Malyovitsa, as well as in the event of accidents related to the power supply.

8.17. Machirski Sport may suspend the provision of services to a Client whose behavior endangers the health and safety of other Clients; violates the safety rules of the slopes of the ski centers "Ophelii", "Vetrovala", "Aleko", kk Borovets. and creates conditions for accidents. In this case, "Machirski sport" does not owe a refund for the unused part of the service.

.4.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.

5. 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.

I am familiar with and accept the General Terms and Conditions of Machirski Sport

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
 - 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.