

No. \_\_\_\_\_

Date, \_\_\_\_,\_\_\_\_

# **COOPERATION AGREEMENT**

This agreement is settled between **Vasdream**, referred to as the **Wholesaler**, and \_\_\_\_\_\_\_ referred as **the Agency**.

**The Wholesaler: VASDREAM**, Johannesgasse 21, 1010 Wien, Tel: +43 699 1159 2738 E-mail: info@vasdream.com, web: www.vasdream.com, with tax identification no. J62001503J, represented by Mr. Enver Mehmeti, as a legal representative,

And

 The Agency \_\_\_\_\_\_\_\_, Str. \_\_\_\_\_\_\_

 Tel: \_\_\_\_\_\_\_, Mob: \_\_\_\_\_\_\_, with tax identification no. \_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_ represented by \_\_\_\_\_\_\_\_,

#### Acknowledgements:

- 1. Vasdream will offer to the member agency the following services: Hotel reservation, flight tickets, holiday packages all year long, charter vacations, sport events, rent a car service, Mice activities, FIT and group programs.
- 2. These services are offered to the Albanian market through B2B program for member agencies, at the website page; <u>www.vasdream.com</u>
- 3. Agencies aspiring to use these services must sign a cooperation agreement with Vasdream and act in compliance to its terms and conditions.
- 4. The Agency in spite signed agreement must submit the following required documentation, to activate the agreement.
  - a) Signed and sealed Agreement,
  - b) Certification from the tax registration office (NIPT), and company's Logo.
  - c) Copy of the administrator's ID card,
  - d) Office number, official address and a mobile contact number.
- 5. The Agency considered a business partner (member) will benefit special prices.
- 6. Agency is fully liable for its reservation, for the hotel chosen by its client, for the destination selected by its clients, and for any other occurrence related to wrong data inserted in the reservation.

7. Agency will keep the tour operator harmless from its client's claims for any error or inaccuracy made by the agency.

## The parties agree as below;

## AGREEMENT'S OBJECTIVE

This agreement aims to offer all services mentioned in article 2, in full compliance with the preset terms and conditions, for the agencies which are registered as legal users of the webpage www.vasdream.com.

## **REGISTRATION PROCESS**

Member agencies can be registered: a) by making the online application at the web page, <u>www.vasdream.com</u>, or b) by sending a request for membership to info@vasdream.com.

Once the documentation submission process is over, a username and a password will be granted to the agency to easy its access in the web page and to benefit from special prices and special offers, accorded to members.

Agency's account shall be used only by authorized users and shall not be transferable to third parties. For security reasons, the tour operator, is entitled to change the agency's password. The agency shall notify Vasdream for any change in its staff that has the right of access in the system's use.

# **PAYMENT METHODS**

The agency shall pay immediately in order to have its booking confirmed and generate booking documents (Voucher/e-ticket). The payment shall be made with one of the following methods, otherwise the booking will remain "unconfirmed'.

All the available services shall be paid through:

- a) Credit/Debit Card
- b) Bank transfer
- c) Cash (against showing the legal invoice).
- d) FIDO deposit. (Agency will deposit a minimum amount of \_\_\_\_\_, at our bank account, which will be converted in credit limits that allow instant booking reservation.

*During reservation* at the payment page the following options will be displayed to the agency, if the booking is not within the cancelation deadline.

<u>First option offered is with Credit or Debit Card.</u> Selecting this option the agency will pay instantly and can generate the booking documents. (Voucher/e-ticket)

<u>"On Hold" or "Cash on delivery"</u>: If the booking is not within the cancelation deadline these payment options will be also shown. If the agency selects each of these the reservation will be created but its status will remain as "new" until payment is received. Agency's credit limits will not be changed by choosing these options. The agency shall pay the reservation fee at Vasdream offices or can make a bank transfer. After the payment is received, the operator will allow the agency to generate booking documents and confirm it at suppliers end.

<u>Using Credit limits</u>: if the agency choses this payment option, the reservation will be instantly confirmed and documented. The booking amount will be deducted from its deposit (FIDO).

### **BOOKING PROCEDURE**

Through the partner login page at <u>www.vasdream.com</u>, the agency can create bookings, confirm them on instant payment and generate the booking documents.

Agency is completely liable for its reservation. The agency shall be very careful in inserting the reservation data. The occupancy for each hotel room is determined during data insertion in reservation page. Exact number of persons, exact children's or infant's age must be inserted, because suppliers have different policies on children age. (Note: when making flight reservations you must enter the infant's age at the time of flying)

Information regarding the accommodation properties is taken from their official websites, and any possible inaccuracy, photos included, is not under Vasdream liability. Some hotels can change their official name, but this doesn't mean change of hotel or booking modification.

Any supplement as extra bed, change of board bases, or any other request, will be paid according to suppliers' rules.

Any extra night added to the booking after the confirmation will consist in extra charges.

#### - Hotel Reservation

The agency has the possibility to create booking documents for the hotel reservation after making the payment. The issued Voucher (which confirms room reservation), shows the booking reference number and must be shown at the hotel upon arrival. The voucher will also show the agency data, the name of the operator which has made the final reservation and its emergency number. The client will use **only** those services mentioned in the voucher. The suppliers can reject a reservation in case of wrong information or incomplete data.

#### - Flight Reservation

Agency is completely liable for its bookings. Any change in flight details after the flight confirmation must be known to Vasdream immediately. It is under agency's responsibility to inform its clients for the needed travel documents (passport validity, visas ect). The agency can consult the tour operator's help desk any time for any problem or uncertainty.

The tour operator cannot be held liable for not offering the agreed services in cases of force majeure.

### The tour operator is under **no liability** for:

Possible incidents that clients must have with baggage, loss of flight because of client fault, strikes, weather conditions or any possible occurrence during transit, or other similar situations that are beyond Vasdream control.

#### DEADLINES

#### General conditions

If the reservation is canceled by the client more than 21 days before the traveling date, it can be refunded fully for the paid booking amount. In cases of any expense made regarding this boking,

the amount will be deducted from the refund amount. Bank transactions fees for Credit/Debit card will be also deducted.

If the reservation is canceled by the client from 10 to 20 days before the traveling date, it can be refunded up to 50% of the paid booking amount. Client will pay for the administrative expenses made regarding its boking. Bank transactions fees for Credit/Debit Card will be also deducted.

If the reservation is canceled by the client from 4 to 9 days before the traveling date, it can be refunded up to 30% of the paid booking amount. Client will pay for the administrative expenses made regarding its boking. Bank transactions fees for Credit/Debit Card will be also deducted.

If the reservation is canceled by the less than 3 days before the traveling date, it cannot be refunded.

If the client does not show or do not use the booked service, it has no right of refund.

# Transfer of rights (for holiday packages)

In general the client has the right to transfer its booking to a third party. The agency is fully liable for informing its clients on the time limits for using this right. Any request for transfer shall be made known to the operator at least 15 days before the trip date. The Agency is liable to Vasdream for the payment and any extra costs that might derive from the transfer. The cost of transfer might vary according to the conditions set by suppliers. In any case the Agency shall notify immediately the tour operator and it will inform properly if there are any penalties.

## **Cancelations**

At the confirmation moment you will be notified about cancellation conditions, deadlines, name changes and the cancelation charge. Any request to cancel a specific booking will be handled according to these conditions. In cases of uncertainty about the cancelation rules or they are not written, the agency can always ask Vasdream for further clarifications before proceeding with the reservation.

# **Refund's Procedures**

Requests for refund will be considered in compliance with the cancelation policy set by Vasdream and its suppliers.

Wherever the holiday packages are canceled by the tour operator (in cases of extreme situations or the preset passenger number for holiday packages is not reached), the Agency will be notified about the refund procedure at the cancelation note document. In such occurrences the Agency (or its clients) will be refund completely for the paid amount.

In other circumstances where a client cancels its booking and it is eligible for refund, it shall make a written request to Vasdream, within 10 days from the cancelation notification. Enclosed the request shall be attached the supporting documentation, which will be discussed and replied back within 10 days upon receiving.

#### Amendments

Every member agency's requests will be taken in consideration instantly. The solution provided will be in compliance with the terms agreed within this contract. Despite the above conditions the tour operator will try to find the best way out for every request.

Other possible amendments to reservation shall be made within the deadlines set by the suppliers. The changes might be subject to extra costs or fees.

#### CLAIMS

Claims about the services shall be submitted to the Vasdream within 10 days from service date and answered back within 20 business days upon receiving.

#### COMMENCEMENT

This agreement is legally binding to both parties from the signing and submitting the mandatory documentation. The validity of the contract is set for a year and renovated automatically for the same period unless a written notice from either party, for ending the agreement.

#### DISPUTES

Disagreements between parties regarding the obligations set in contract, if not mediated between them shall be determined according to the Albanian legislation in Albanian courts.

VASDREAM

AGENCY