

**CONTRACT FOR PROVISION OF SERVICES OF SAGADI FOREST CENTRE,  
STATE FOREST MANAGEMENT CENTRE  
No. 1-18/2022/155**

28.11.2022

The State Forest Management Centre, hereinafter **the Sagadi Forest Centre**, represented on the basis of the Management Board 26th of March 2019 decision no 1-32/41 by manager of Sagadi Forest Centre, Helen Luks, on one side,

and Biuro Usług Turystycznych Wama-Tour hereinafter **Company**, represented on the basis of constitution by director, Beata Bargiel, on the other, who are hereinafter referred to as **a/the Party** or jointly as **the Parties**, entered into this contract, hereinafter **the Contract**, as follows:

**1. Object of the Contract**

1.1. The object of the Contract is the provision of the services of the Sagadi Forest Centre to Company under the terms and conditions prescribed by the Contract and the annexes thereto.

1.2. The price lists and other terms and conditions of the services provided by the Sagadi Forest Centre are set out in the annexes to the Contract.

1.3. The Sagadi Forest Centre has the right to establish the price list and other terms and conditions of the services for each calendar year. The Sagadi Forest Centre agrees to send Company the price list and other terms and conditions of the services established for the following calendar year at least by 31 October of the year preceding the calendar year. The price list and other terms and conditions of the services established for the calendar year are executed as an annex to the Contract

**2. Company agrees to:**

2.1. place orders for the services in writing;

2.2. send customers on the basis of an order confirmed by the Sagadi Forest Centre either with Company's voucher or its partner's voucher on the basis of which the customers will be serviced;

2.3. help the Sagadi Forest Centre in finding the customers who caused proprietary damage and in collecting damages, including send the customer's contact details if the customer caused proprietary damage to the Sagadi Forest Centre upon using the services.



### **3. The Sagadi Forest Centre agrees to:**

- 3.1. confirm in writing the order for services and the fulfilment thereof at the time requested by Company in accordance with the price list and other terms and conditions set out in the annex to the Contract.
- 3.2. provide Company with a high-quality service in accordance with the terms and conditions set out in offers.

### **4. Procedure for and terms and conditions of placing orders and submitting offers**

- 4.1. Company places an order with the Sagadi Forest Centre and amendments thereto by sending an e-mail to: sagadi@rmk.ee.
- 4.2. Upon placing an order for accommodation services, the Sagadi Forest Centre must be informed of the customers' names, customers' dates of birth, dates of arrival and departure, the types and number of rooms and the name of Company's employee(s) or representative(s) who place(s) the order.
- 4.3. In the case of group orders, the list of the persons to be accommodated must be submitted no later than 30 days before the arrival.
- 4.4. Upon placing an order in the case of museum visits or other programme activities, the Sagadi Forest Centre must be informed of the size of the group, the date of the visit and the time of arrival and departure.
- 4.5. Upon placing an order for catering service, the Sagadi Forest Centre must be notified of the size of the group, the date and time of the visit and the menu option.
- 4.6. The Sagadi Forest Centre prepares a written offer on the basis of the order placed by Company and sends it for obtaining confirmation from Company to the e-mail address of the person who placed the order.
- 4.7. If Company agrees with the offer, they are required to send confirmation of the offer by e-mail. The confirmation is binding on the parties as of its arrival at the Sagadi Forest Centre.
- 4.8. Notices related to the provision of the service are communicated by telephone or e-mail to the contact details of the person who placed the order.

### **5. Terms and conditions of cancellation of orders and sanctions**

- 5.1. If Company cancels an accommodation order or, in the case of a group order, reduces the number of the persons to be accommodated later than 30 days before using the service, Company is required to pay the Sagadi Forest Centre a contractual penalty as follows:
  - 29-22 days before the date of arrival – 25% of the value of the offer per room in accordance with the attached price list;
  - 21-15 days before the date of arrival – 50% of the value of the offer per room in accordance with the attached price list;
  - 14-7 days before the date of arrival – 75% of the value of the offer per room in accordance with the attached price list;
  - 6-3 days before the date of arrival – 90% of the value of the offer per room in accordance with the attached price list;
  - 2-0 days before the date of arrival – 100% of the value of the offer per room in accordance with the attached price list.
- 5.2. If as a result of amending a group order the size of the group reduces so that less than 10 people arrive at a time, the Sagadi Forest Centre has the right to apply the individual prices of the price list set out in the annex to the Contract.
- 5.3. Upon cancelling individual orders, Company has the right to cancel an accommodation order of a single customer up to 48 hours before the day of arrival, in the case of which the Sagadi Forest Centre does not file a claim for a contractual penalty. Upon any later cancellation or if a single customer fails to arrive on the date specified in the order, Company must pay a contractual penalty at the rate of 100% of the value of one twenty-four hour period in accordance with the price list set out in the annex to the Contract.
- 5.4. Company has the right to reduce or cancel a catering order, which has been placed, without sanctions up to 3 working days before arrival. Upon any later reduction or

cancellation, Company must pay a contractual penalty at the rate of 100% of the value of the initial order.

5.5. Company has the right to cancel a tour guide order without sanctions up to 3 working days before arrival. Upon any later cancellation or if a group fails to arrive on the date specified in the order, Company must pay a contractual penalty at the rate of 100% of the value of the agreed tour guide fee.

5.6. If groups are late for pre-ordered programmes or excursions for more than 10 minutes, Company must pay a contract penalty set out in the annex for the programme manager / tour guide's waiting period.

## **6. Payment terms**

6.1. Company pays for the provided services on the basis of an invoice submitted by the Sagadi Forest Centre within 14 days of the date of issue of the invoice. Upon failure to pay the invoice when due, the Sagadi Forest Centre has the right to request default interest at the rate of 0.15% of the overdue amount per day.

6.2. Upon ordering services the next time, the Sagadi Forest Centre has the right to request a prepayment if Company has failed to pay at least one earlier invoice within its payment term.

## **7. Representatives and contact details of the Parties**

7.1. The representative of the Sagadi Forest Centre is sales manager, Kairi Leemets, tel. +372 6767888, e-mail sagadi@rmk.ee.

7.2. The representative of Company is manager Beata Bargiel, beatabargiel@masuren-aktivurlaub.de

## **8. Communication of notices**

8.1. Notices related to the performance of the Contract are communicated by e-mail to the e-mail address of the Party as specified in the Contract. A Party is required to immediately notify the other Party of any changes in their contact details.

8.2. Notices communicated by e-mail are deemed received as of the working day following the communication of the notice.

8.3. Declarations of withdrawal from or cancellation of the Contract and letters of claim to be submitted to the other Party upon breach of the Contract must be in written form. A digitally signed electronic document is deemed equal to written form. The last-mentioned formal requirement is also met if a notice is communicated by e-mail.

## **9. Force majeure**

9.1. Any failure to perform or properly perform the obligations arising from the Contract is not deemed a breach of the Contract if it was caused by circumstances whose occurrence the Parties did not or could not foresee upon entry into the Contract (*force majeure*).

9.2. For the purposes of this Contract, *force majeure* means:

9.2.1. mass riots in the administrative unit of the registered office of the Parties;

9.2.2. a military conflict;

9.2.3. a legal act of the *Riigikogu* or the Government, which considerably hinders the performance of the Contract;

9.2.4. another circumstance not listed in the Contract, which is accepted as *force majeure* by both Parties.

9.3. The Party whose activities in performing their contractual obligations are hindered by the circumstances of *force majeure* are required to inform the other Party thereof immediately in writing.

9.4. Should the circumstances of *force majeure* persist for more than 90 days, the Contract is deemed terminated due to the impossibility to perform it. In such an event neither of the Parties has the right to request that the other Party compensate for the damage caused by the improper performance of the Contract.

## 10. Term, expiry and termination of the Contract

10.1. The Contract enters into force upon its signing and remains in force for the 36 months following the entry into force of the Contract.

10.2 The Parties have the right to cancel the Contract unilaterally pursuant to the procedure described in the Contract.

10.3. Each Party may cancel this Contract without good reason, notifying the other Party thereof in writing 2 calendar months in advance.

10.4. Each Party may cancel this Contract without adhering to the term specified in clause 9.3 of this Contract if it becomes evident that, taking into account all the circumstances and weighing the interests of both Parties, the Party who wants to cancel the Contract cannot be expected to continue the performance of the Contract until the expiry of the term for cancellation of the Contract. In such an event the basis for the cancellation of the Contract without adhering to the term for advance notice is first and foremost the repeated failure of one Party to perform or properly perform their contractual obligations as well as reorganisation of the activities of the Sagadi Forest Centre, granting the manorial estate to the use of another person or change in the owner thereof.

## 11. Final provisions

11.1. The Parties agree to maintain the confidentiality of all personal data disclosed to them in connection with the performance of the Contract as well as any information entrusted with them in confidence and information subject to business secrecy.

11.2. All amendments to the Contract enter into force as of the moment of their signing by both Parties or on the date specified by the Parties in writing.

11.3. Any disagreements and disputes related to the Contract are first and foremost resolved by the Parties by way of negotiations. If the disputes arising from the Contract cannot be resolved by way of negotiations between the Parties, the dispute will be resolved pursuant to the procedure established by legal acts.

11.4. The contract is signed on paper in two copies with equal legal force, each of which shall receive a single copy.

## Details and signatures of the Parties

RMK Sagadi Forest Centre

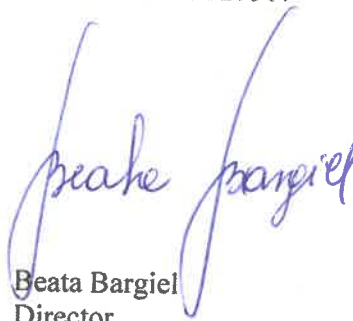
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