**Amendments No 2**

**TO THE SERVICE AGREEMENT**

**On Travel Agency Services for Business Trips**

**No 1.19/LV-2022-49-2**

*The date of the document is the date of the time stamp of the last affixed secure electronic signature*

**RB Rail AS**, a joint-stock company registered in the Commercial Register of Latvia, registration No 40103845025, legal address at Satekles iela 2B, Riga, LV-1050, Latvia (the “**Company**”), represented by Member of the Management Board [..], acting on the basis of the Regulations on Representation Rights, dated 5 September 2024; on one side,

and

**SIA "Latvia Tours"**, a limited liability company registered in the Commercial Register of Latvia, registration No 40103042144, legal address at Aspazijas bulvāris 24 – 10, Riga, LV-1050, Latvia (the “**Contractor**”), represented by procurator [..], on other side,

(the Company and the Contractor are collectively referred to as the “**Parties**” and separately – as “**Party**”).

**WHEREAS:**

* 1. Based on the results of the procurement procedure “Travel Agency Services for Business Trips”, procurement procedure No RBR 2022/4 (the “**Procurement Procedure**”), the Company and the Contractor entered into “Service Agreement On Travel Agency Services for Business Trips”, No 1.19/LV‑2022-49 (the “**Agreement**”);
	2. Although the Agreement foresees that the Contractor must provide car rental reservation services, the Agreement does not describe in detail how this service is to be used. Therefore, the Parties wish to amend the Agreement to clarify the procedures for using such services;
	3. Amendments referred to in Clause B of this preamble are permissible according to Section 61 Paragraph 1 Clause 1 of the Public Procurement Law of the Republic of Latvia as they do not change the nature of the Agreement (type and purpose specified in the Procurement Procedure documents) and do not correspond to the characteristics of substantial amendments as set out in Section 61 Paragraph 2 of the Public Procurement Law of the Republic of Latvia;

**THEREFORE**, the Parties enter into these amendments No 1 to the Agreement (the **“Amendments”**) and agree on the following terms and conditions:

* + 1. **The Parties agree that “Annex A: Technical Specification – Technical Proposal” attached to the Agreement shall be supplemented by the provisions added in Appendix No. 1 to the Amendments “Terms and conditions for using car rental reservation services”, which shall regulate in detail the use of car rental reservation services.**
		2. From the moment of signing the Amendments by all the signatories listed below, the Amendments shall become an integral part of the Agreement and remain valid throughout the term of the Agreement.
		3. All abbreviations and definitions used in the Amendments shall have the same meaning as the same abbreviations and definitions used in the Agreement unless provided otherwise herein.
		4. The Amendments are executed as an electronic document.
		5. Signatures of the Parties

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| On behalf of **the Company:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [..]RB Rail ASMember of the Management Board  | On behalf of **the Contractor:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[..]SIA "Latvia Tours"Procurator |

**Appendix No. 2 to the Amendments**

**TERMS AND CONDITIONS FOR USING CAR RENTAL RESERVATION SERVICES**

1. **SCOPE OF THE CAR RENTAL RESERVATION SERVICES**
	1. SIA "Latvia Tours" **(**the “**Contractor**”) offers car rental reservations in Latvia and abroad using full credit vouchers that covers all costs related to the car rentals (the “**Vouchers**”).
	2. These terms and conditions for using car rental reservation services apply to all car rental reservations made by RB Rail AS (the “**Company**”),i.e., in all cases where the direct supplier of the car rental (the “**Lessor**”) has an agreement with the Contractor based on which the Vouchers are provided to the Company.
2. **CAR RENTAL RESERVATIONS**
	1. The Company makes a car rental reservation by sending a written request to authorised representatives of the Contractor (the “**Contractor’s Representative**”).
	2. Unless otherwise specifically indicated, upon receiving a request from the Company to reserve a car, it shall be deemed that the Contractor has received a request to reserve a car with 0% (zero percent) insurance deductible, that is calculated in accordance with the regulations of each country regarding the period and car group. If no insurance with 0% (zero percent) deductible is available in the country concerned, the Contractor’s Representative will inform the Company of the available types of insurance.
	3. The Company acknowledges that it bears full financial responsibility for any loss and/or damage caused to the rented car and additional services requested by the Company and its employees/authorized persons at the time of the rented car collection at the car rental office in the relevant country, in cases when the Vouchers issued for the Company are used.
	4. When using car rental services, the Company (including persons who use car rental based on the Vouchers) is subject to all of the Lessor's special and general terms and conditions for car rental (the “**Lessor’s Terms**”), about which the Contractor’s Representative will try to inform the Company prior to making the reservation, if it is possible to do so with reasonable effort.
	5. The Company must ensure that persons who use the Vouchers carefully read all of the Lessor’s Terms. If the Company has made a reservation and, when renting a car, the user of the rented car fails to comply with any of the provisions of the Lessor’s Terms, the Lessor shall be entitled to refuse to rent the car.
	6. The Company confirms that it agrees to be bound by the Lessor’s Terms in the event that a car rental services are provided to the Company (persons who use the Vouchers) by the Lessor.
	7. The Company must ensure that persons who use the Vouchers comply with the terms and conditions Lessor’s Terms, regardless of the rental fee specified and applicable at that time.
	8. When issuing the Voucher, the Contractor shall inform the Company's responsible person [..] in writing about the issuance of this document and the reservation details, by including the Company's responsible person's e-mail address in the correspondence.
	9. The Contractor shall not be liable for any losses incurred to the Company as a result of direct or indirect damage, defects or other deficiencies in the rented car that were not apparent at the time the rented car was handed over to the Company's employee or authorized representative.
3. **PAYMENT PROCEDURES**
	1. In cases where the Voucher provided by the Contractor is used, the Company must pay to the Contractor the amount specified in the reservation.
	2. If the issued Voucher or car insurance does not cover the following services/risks, the Company, at the request of the Contractor, undertakes to pay to the Contractor the following additional charges:
		* 1. additional charge for the car rental services used if, upon receiving the car, the Company's employee or authorized person has chosen additional services that were not requested when making the initial reservation request to the Contractor;
			2. additional charge for fuel if the Company's employee or authorised person returns the rented car with less fuel than at the start of the rental period;
			3. additional charge in the amount of insurance deductible in the event of insured losses incurred to the Lessor (including where additional expenses arises in relation to repairs due to accidents);
			4. additional charge for fines imposed for causing a traffic accident in the relevant country, driving in violation of the traffic regulations of the relevant country;
			5. additional charge for parking the rented car in an unauthorized place;
			6. additional charge in cases where the Company's employee or authorised person returns the rented car to the Lessor outside working hours without handing it over to the Lessor's employees, or in cases where the Lessor discovers damage to the rented car after its return and insurance does no cover such damages;
			7. additional charge up to the full cost of repairing the rented car, if damage to the rented car has been caused by the Company's employee or authorised persons through gross negligence, under the influence of alcohol or narcotic substances, or by significantly violating the provisions of the Lessor's Terms signed;
			8. additional charges for repairs to the rented car if the rented car has been involved in a road traffic accident, as a result of malicious acts by third parties or other types of accidents, and the above-mentioned cases have not been registered with the police, as well as if the Lessor has not been informed thereof.
	3. Any additional invoice referred to in Clause 3.2 of these “Terms and conditions for using car rental reservation services” shall be paid by the Company to the Contractor only if the Lessee has requested payment of such invoice directly from the Contractor and the Contractor has provided evidence of such payment made. In no event shall the Company be obligated to reimburse the Contractor for any amount in excess of the amount requested by the Lessee from the Contractor.
	4. All payment terms for invoices related to car rental services, shall be subject to the general terms and conditions of the Agreement (the Service Agreement On Travel Agency Services for Business Trips, No 1.19/LV-2022-49), including provisions set out in Paragraph 5 “FEE, PAYMENTS AND ACCEPTANCE” to the Agreement and “Annex B: Financial Proposal” to the Agreement, unless otherwise explicitly specified in these “Terms and conditions for using car rental reservation services”.