

LAW OF GEORGIA ON TOURISM

Chapter I - General Provisions

Article 1 – Scope of the Law

1. This Law determines state policy in the area of tourism and the subjects and forms of tourism activities, regulates tourism activities, and determines the rights and guarantees of a tourist as a consumer, contractual relations for travel services, the functions and obligations of state authorities and local self-government bodies, public-private partnership mechanisms in the area of tourism, travel safety, and other issues related to tourism.
2. The legislation of Georgia on tourism consists of the Constitution of Georgia, international treaties, this Law, and other legislative and subordinate normative acts of Georgia.

Article 2 – Definition of terms

For the purposes of this Law, the terms used herein shall have the following meanings:

- a) agritourism – a form of tourism that is carried out in farms and includes receiving tourists and providing them with food, as well as introducing them to the rural way of life, culture, local traditions and sights, engaging tourists in agricultural activities, providing them with locally produced agricultural products, and carrying out other activities related to tourism and agriculture;
- b) alpine guide – a certified natural person who guides a tourist/group of tourists through the mountain terrain of any type and any difficulty, including through any category of climbing route and related alpine climbing routes defined under the classification of the International Climbing and Mountaineering Federation (UIAA), and carries out professional activities in accordance with the professional standards established by the legislation of Georgia, only at the time of the year when it is not necessary to use ski equipment and skiing techniques;
- c) resale contract – a contract under which a trader, for consideration, assists a consumer to sell or buy a timeshare or a long-term holiday product;
- d) outbound tourism – the travelling of a citizen/resident to a foreign country (outside the borders of one's own country);
- e) accommodation – a travel service facility intended for an overnight stay of a tourist;
- f) unavoidable and extraordinary circumstances – a situation beyond the control of the party who invokes such a situation and the consequences of which could not have been avoided even if all reasonable measures had been taken;
- g) exchange contract – a contract under which a consumer, for consideration, joins an exchange system which allows that consumer access to accommodation or other services in exchange for granting to other persons temporary access to the benefits of the rights deriving from that consumer's timeshare contract;
- h) long-term holiday product contract – a contract of a duration of more than 1 year under which a consumer, for consideration, acquires the right to obtain discounts or other benefits in respect of accommodation, in isolation or together with travel or other services;
- i) linked travel arrangement – at least two different types of travel services purchased for the purpose of the same trip or holiday, not constituting a package, resulting in the conclusion of separate contracts with individual travel service providers, if one of the following conditions is met:
 - i.a) a trader ensures, on the occasion of a single visit or contact with the point of sale of travel services, the separate selection and separate payment of each service by a tourist;
 - i.b) a trader ensures, in a targeted manner, the procurement of at least one additional travel service from another trader where a contract with such other trader is concluded at the latest 24 hours after the confirmation of the booking of the first travel service;
 - i.c) one type of travel service as referred to in sub-paragraph (z₇.a), (z₇.b) or (z₇.c) of this article is combined with one or more tourist services as referred to in sub-paragraph (z₇.d) of this article, which account for at least 25 per cent of the total cost of travel services and are advertised as an essential feature of the trip or holiday, and do not otherwise represent an essential feature of the trip or holiday;
- j) ancillary contract – a contract under which a consumer acquires services which are related to a timeshare contract or long-term holiday product contract and which are provided by the trader or a third party on the basis of an arrangement between that third party and the trader;
- k) timeshare – joint use of an immovable property by several owners or consumers, who have the right to use the immovable property as accommodation according to a predetermined timeshare scheme;
- l) timeshare contract – a contract of a duration of more than 1 year under which a consumer, for consideration, acquires the right to use accommodation overnight or longer, for more than one period of occupation;
- m) ecotourism – experiencing and evaluating traditional cultures and activities in nature and natural areas, and/or carrying out tourism activities for that purpose;



- n) excursion – a trip under the guidance of a guide or a tourist guide along a predetermined route. Its duration shall not exceed 24 hours;
- o) visitor – for the purposes of tourism statistics, a traveller taking a trip to a main destination outside his/her usual environment, for less than a year, for any main purpose (business, leisure or other personal purpose) other than to be employed by a resident entity in the country or place visited. Depending on the duration of the trip, a visitor is a tourist or a same-day visitor (excursionist), namely:
- o.a) tourist – a visitor who travels for business, leisure or other personal purposes, for at least an overnight stay and for not more than 1 year, other than to be employed by a resident entity in the country or place visited. For the purposes of Chapter IV of this Law, a tourist is a person who is seeking to conclude a contract or is entitled to travel on the basis of a contract concluded;
- o.b) same-day visitor (excursionist) – a visitor whose trip does not include an overnight stay;
- p) accessible tourism – a form of tourism that involves collaborative processes between stakeholders based on basic equality using a universal design. These processes include mobility, hearing, vision and cognitive dimensions of access, by providing functionally independent and equally accessible tourism products, services and physical environments;
- q) resort – a resort site with the necessary infrastructure for resort activities;
- r) risky travel services – risk-bearing activities during a trip, which are carried out on the ground, in the water, in the air, in different terrains and climate zones, in unusual, exotic, remote and uninhabited (unreachable) places or in a specially arranged and equipped area, and entail risks of harm to consumers and other risks deriving from tourism activities;
- s) trader – a person who carries out business activities and is a party in the relations regulated by this Law as a tour operator, a travel agency (travel agent), or a linked travel arrangement provider;
- t) start of the package – the beginning of the performance of travel services included in a package;
- u) repatriation – return of a tourist to the place of departure or to another place agreed upon by the contracting parties of the package travel and/or a linked travel arrangement;
- v) religious tourism – travelling for religious purposes, visiting sacred places, and pilgrimages;
- w) ski guide – a certified natural person who guides a tourist/group of tourists, on skis and/or snowboards, on ascents and descents of any difficulty in untracked snow, as well as guides on a skiing tour using a helicopter, in accordance with the professional standards established by the legislation of Georgia;
- x) resort site – a territory with natural health and recreational resources, which is suitable for intended use and does not have the infrastructure necessary for resort activities;
- y) resort activity – organising the use of natural health and recreational resources and relevant infrastructure for the purposes of prevention, treatment, rehabilitation, and recovery;
- z) entity engaged in resort activities – any natural person, legal person, or a legal entity under public law that carries out resort activities;
- z₁) mountain guide – a natural person certified under the legislation of Georgia, who guides tourists hiking in the mountains, provides services throughout the mountainous areas of Georgia, and organises mountain tours in accordance with the professional standards established by the legislation of Georgia;
- z₂) business premises – any movable or immovable facility, where a trader generally carries out commercial activities;
- z₃) trekking guide – a natural person who provides services to tourists throughout Georgia in accordance with the professional standards for trekking guides established by the legislation of Georgia. This service does not include the services provided for by sub-paragraphs (w) and (z₁) of this article;
- z₄) territorial competences – the complexity of the terrain of a geographical area, height above sea level, slope, technical skills for moving through the terrain, the technical equipment used, guide techniques, and the degree of danger and risks;
- z₅) point of sale of travel services – any movable or immovable property, a website or similar online sales facility, including a telephone service, intended for selling a package travel and linked travel arrangement. If a website or online sales facility is a single platform, it shall be a single point of sale;
- z₆) tourist guide – a natural person who provides services directly to tourists, in particular, according to a predetermined plan or programme, route and schedule of a tour, and ensures the contextual, technical and logistical management of the tour;
- z₇) travel service – services related to the satisfaction of the tourists' requirements during travelling by entities engaged in tourism activities. Travel services are provided during the group or individual travels of a tourist. For the purposes of the package travel and linked travel arrangements, travel services are as follows:
- z_{7.a}) the carriage of passengers;
- z_{7.b}) accommodation which is not intrinsically part of the carriage of passengers and is not intended for residential purposes;
- z_{7.c}) the rental of cars and other motor vehicles (with a maximum design speed exceeding 25 km/h, or motorcycles



requiring a Category A driving licence);

z_{7.d}) any other tourist service not intrinsically part of the travel service within the meaning of sub-paragraphs (z_{7.a}), (z_{7.b}) and (z_{7.c}) of this article;

z₈) travel agency (travel agent) – a person who sells or offers for sale both the package travel combined by a tour operator and individual travel services;

z₉) tourism – the free, voluntary, temporary movement of people outside their place of residence for leisure, recreation, the satisfaction of cultural and intellectual interests, as well as for personal, business and/or professional purposes, which are not related to remunerated activities in the country or place visited;

z₁₀) package travel ('the package') – a combination of two or more different types of travel services for the purpose of the same trip or holiday, if one of the conditions provided for by this sub-paragraph is fulfilled. An exception is the case where any service specified in sub-paragraphs (z_{7.a}), (z_{7.b}) or (z_{7.c}) of this article is combined with one or more tourist services as referred to in sub-paragraph (z_{7.d}) of this article, if the said tourist service(s) does not account for at least 25 per cent of the total cost of the travel services, is not advertised as and does not otherwise represent an essential feature of the combination of travel services, or is selected and purchased only after the performance of travel services as referred to in sub-paragraphs (z_{7.a}), (z_{7.b}) or (z_{7.c}) of this article has started. The following conditions are provided for in this sub-paragraph:

z_{10.a}) travel services are combined by one trader, including at the request of or in accordance with the selection of the tourist, before a single contract on all services is concluded;

z_{10.b}) separate contracts are or are not concluded with individual travel service providers and the travel services meet one of the following conditions:

z_{10.b.a}) they are purchased from a single point of sale and they have been selected before the tourist agrees to pay;

z_{10.b.b}) they are offered, sold or charged at a total price;

z_{10.b.c}) they are advertised or sold under the term 'package' or under a similar term;

z_{10.b.d}) they are combined after the conclusion of a contract by which a trader entitles the tourist to choose among a selection of different types of travel services;

z_{10.b.e}) they are purchased from separate traders through linked online booking processes where the tourist's name, payment details and e-mail address are transmitted from the trader with whom the first contract is concluded to another trader/traders, and a contract with the latter trader/traders is concluded at the latest 24 hours after the confirmation of the booking of the first travel service;

z₁₁) package travel contract – a contract on the package as a whole or, if the package is provided under separate contracts on travel services, a combination of all such contracts;

z₁₂) tour operator – a person who combines and sells (or offers for sale) packages either directly or through a travel agency (travel agent) or together with it, or transmits a tourist's data to another provider of travel services, with the consent of that person, in accordance with sub-paragraph (z_{10.b.e}) of this article;

z₁₃) universal design – the design of products, environment, learning, programmes and services that allows all persons to access them without the need for special adaptation and specialised design. Universal design shall not exclude the use of assistive devices and/or other assistance for particular groups of persons with disabilities where this is needed;

z₁₄) code of conduct – an agreement or a rule not imposed by law, which defines the behaviour of traders who undertake to be bound by the code of conduct in relation to one or more particular commercial activities;

z₁₅) domestic tourism – the travel of the citizens and residents of Georgia within Georgia;

z₁₆) inbound tourism – the travel of non-residents within Georgia;

z₁₇) lack of conformity – a failure to perform or improper performance of the travel services included in the package;

z₁₈) wine tourism – a form of tourism, during which the main purpose of travel is to learn about vineyards and viticulture traditions, wineries, enotecas and wine cellars, and other means and facilities related to wine production, as well as to purchase wines made from different vine varieties at the place of production and to participate in traditional celebrations and activities related to winemaking;

z₁₉) durable medium – any instrument (including electronic instruments) which enables tourists/consumers and traders to store information addressed personally to them in a way accessible for future reference for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored.



Article 3 – State policy in the area of tourism

1. The purpose of state policy in the area of tourism is to support the sustainable development of the economic sector of tourism, to facilitate employment in the area of tourism, to increase the tourism potential of the region, and to develop the relevant infrastructure.
2. The main principles of state policy in the area of tourism are as follows:
 - a) supporting tourism activities, and creating favourable legal and economic conditions and relevant infrastructure for their development;
 - b) determining the priority directions of tourism and facilitating their development;
 - c) promoting Georgia as a tourist destination;
 - d) protecting tourist resources for the sustainable development of tourism;
 - e) creating an appropriate legal environment and protecting the legal interests and rights of tourists and travel service providers;
 - f) ensuring the development of international cooperation in the area of tourism.

Article 4 – Authorised state authorities and local self-government bodies in the area of tourism

1. The authorised state authorities in the area of tourism are the Government of Georgia, the Ministry of Economy and Sustainable Development of Georgia, the Legal Entity under Public Law under the control of the Ministry of Economy and Sustainable Development of Georgia called the Georgian National Tourism Administration, and state authorities and local self-government bodies which, within their competence, perform the functions and obligations provided for by this Law.
2. The Government of Georgia shall be authorised to determine benefits for each form of tourism within the scope of the powers granted to it by law, and to determine the procedure, principles and conditions for acquiring the status by the entities engaged in tourism activities, and/or for revoking such status.
3. The powers of the Ministry of Economy and Sustainable Development of Georgia in the area of tourism are as follows:
 - a) to coordinate the implementation of state policy in the area of tourism;
 - b) to draw up draft legislative acts and submit them to the Government of Georgia for the purpose of providing legislation in the area of tourism;
 - c) to coordinate interinstitutional cooperation between the ministries of Georgia.
4. The powers of the Legal Entity under Public Law (LEPL) called the Georgian National Tourism Administration in the area of tourism are as follows:
 - a) to attract foreign tourists to Georgia;
 - b) to promote domestic tourism;
 - c) to facilitate the development of human resources and service quality;
 - d) to create competitive and sustainable new tourism products using the assets of the natural and cultural heritage of Georgia and support the diversification of the existing ones by offering unique travel services;
 - e) to represent Georgia's tourism potential and tourism products, as well as Georgia's natural and cultural heritage on the international market;
 - f) to collect and analyse data to evaluate development opportunities for the tourism sector;
 - g) to draw up the national tourism development strategy and action plan;
 - h) to draw up the marketing strategy of tourism of Georgia.
5. The Head of the LEPL Georgian National Tourism Administration shall be authorised to issue normative acts.
6. The functions and obligations of the LEPL Georgian National Tourism Administration are determined by this Law, other legislative acts of Georgia, and the statute of the LEPL Georgian National Tourism Administration. The statute of the LEPL Georgian National Tourism Administration shall be approved by the Minister of Economy and Sustainable Development of Georgia.
7. Local self-government bodies shall exercise their powers in the area of tourism within the scope of their competences as provided for by this Law and other legislative normative acts of Georgia.

Article 5 – Sustainable development of tourism

1. The Government of Georgia facilitates the sustainable development of tourism, which entails the management of resources in such a way as to enable the achievement of economic and social goals while preserving cultural identity, essential ecological processes, and biodiversity.
2. For the sustainable development of tourism, the Government of Georgia shall:
 - a) approve and monitor the implementation of the national tourism development strategy and action plan;
 - b) take into account the interests and potential of tourism when determining the conditions for using the country's natural resources for various purposes;
 - c) protect the environment and natural resources in the process of planning and managing the development of the tourism sector;



- d) ensure the rational use of tourist resources;
- e) inform, educate and engage the local population in the process of tourism development, including in tourism development programmes.

Chapter III - Management of Tourist Destinations

Article 6 – Tourist destination management organisation

1. A tourist destination management organisation ('an organisation') is a non-entrepreneurial (non-commercial) legal entity established on the basis of a public-private partnership to support the development of tourism and to promote a specific tourist destination at the local level, which has been granted the status of a tourist destination management organisation.
2. The founders of an organisation are jointly a municipality (municipalities) and a commercial legal entity under private law in the area of tourism and/or a non-entrepreneurial (non-commercial) legal entity. Only one organisation may operate within a municipality (municipalities).

Article 7 – Management and representation of an organisation

1. The statute of an organisation provides for the participation of its founders and the representatives of the LEPL Georgian National Tourism Administration in the activities of the management and representative bodies of the organisation.
2. The LEPL Georgian National Tourism Administration and the municipality shall have one member each in the management and representative bodies of an organisation. The LEPL Georgian National Tourism Administration, the municipality and the private sector shall have one vote each. A decision is made by consensus. If the private sector is represented by several entities, a majority of votes of the representatives is required for making a decision by the private sector.

Article 8 – Functions of an organisation

The functions of an organisation are:

- a) to develop a marketing strategy of the tourist destination and to implement it in accordance with the national tourism development strategy;
- b) to create, promote and develop tourism products;
- c) to carry out activities related to the professional training in the area of tourism and the development of the quality of travel services, and to facilitate the introduction of best practices in this regard;
- d) to support the sustainable development of tourism at a tourist destination;
- e) to raise the awareness of the local population about cooperation in the area of tourism, the development of joint tourism products, and marketing;
- f) to provide information to tourists (tourism information centres).

Article 9 – Granting the status of an organisation

1. The LEPL Georgian National Tourism Administration shall grant the status of a tourist destination management organisation to a legal person established in accordance with Article 6 of this Law. The procedure for granting and revoking the status of an organisation shall be determined by an order of the Head of the LEPL Georgian National Tourism Administration.
2. An application for granting the status of an organisation shall be submitted to the LEPL Georgian National Tourism Administration. The following shall be attached to such application:
 - a) an extract from the Registry of Entrepreneurial and Non-entrepreneurial (Non-commercial) Legal Entities;
 - b) the statute of the organisation;
 - c) the development concepts for the organisation and the tourist destination management;
 - d) other additional information/documents provided for by an order of the Head of the LEPL Georgian National Tourism Administration.
3. A decision to grant or refuse the status shall be made within 1 month. The ground for a decision to refuse the status shall be an applicant's failure to meet the requirements established by this article. In the case of granting the status, the LEPL Georgian National Tourism Administration shall register the organisation in the departmental registry. The data of the registry shall be published on the website of the LEPL Georgian National Tourism Administration.
4. Only a person that has been granted the status of a tourist destination management organisation by the LEPL Georgian National Tourism Administration shall have the right to use the name 'tourist destination management organisation'. If a person uses the said name unlawfully, the LEPL Georgian National Tourism Administration shall have the right to demand the termination of the usage of the name.
5. The performance of activities using the name of a tourist destination management organisation without having been granted the status of a tourist destination management organisation by the LEPL Georgian National Tourism Administration shall result in the liability determined by this Law.



6. The LEPL Georgian National Tourism Administration shall draw up the rules/standards, principles and recommendations regarding the activities of an organisation, the observance of which is mandatory. Violation of the above may constitute grounds for the suspension/revocation of the status of the organisation.

Article 10 – Financing of an organisation

The sources of financing of an organisation are as follows:

- a) voluntary donations and membership fees paid by entities engaged in tourism activities;
- b) funds allocated from the state budget of Georgia or the budget of the municipality within the framework of the relevant programmes;
- c) grants and other donations;
- d) other revenues permitted by the legislation of Georgia.

Chapter IV - Registration of Entities Engaged in Tourism Activities, Package Travel Contracts and Linked Travel Arrangement Contracts

Article 11 – Registration of entities engaged in tourism activities

1. Entities engaged in tourism activities shall be a tour operator, a travel agency (travel agent), a linked travel arrangement provider, the providers of long-term holiday products and timeshare contracts, a tourist guide, a trekking guide, and a provider of risky travel services, namely a mountain guide, a ski guide, and an alpine guide.
2. In order to ensure the registration and publicity of the data on the entities engaged in tourism activities, an entity engaged in tourism activities shall register the relevant activities with the Register of Economic Activities, kept by the Legal Entity under Public Law (LEPL) called the National Agency of Public Registry, as provided for by the legislation of Georgia.
3. In the case of starting or terminating a respective activity, and/or changing any registered data related to such activity, an entity engaged in tourism activities shall inform the LEPL National Agency of Public Registry thereof, as provided for by the legislation of Georgia, in order to make appropriate changes in the Register of Economic Activities.
4. The LEPL National Agency of Public Registry shall provide information to the LEPL Georgian National Tourism Administration electronically, through the automated control system, about the entities engaged in tourism activities that are registered with the Register of Economic Activities.

Article 12 – Mandatory insurance of tourists visiting Georgia

Tourists visiting Georgia shall have mandatory health and accident insurance.

Article 13 – Package travel contracts and linked travel arrangement contracts and exceptions

1. Articles 14-26 of this Law shall apply to packages that traders sell or offer to tourists at a discount, and linked travel arrangements provided by the traders to tourists.
2. Articles 14-26 of this Law shall not apply to packages and linked travel arrangements:
 - a) covering a period of less than 24 hours, unless overnight accommodation is included;
 - b) offered occasionally and on a not-for-profit basis and only to a limited group of tourists;
 - c) purchased on the basis of a general agreement for the arrangement of business travel between a trader and another natural or legal person, and related to their activities, professions or trade.
3. A declaration by a tour operator or a trader selling linked travel arrangements that it is acting exclusively as a travel service provider, an intermediary, or in any other capacity, or that a package or a linked travel arrangement does not constitute a package or a linked travel arrangement, shall not exempt the tour operator or the trader from the obligations imposed on it under this Chapter.
4. Any contractual arrangement or any statement by the tourists which directly or indirectly waives or restricts the rights conferred on tourists by articles 14-26 of this Law, or aims to circumvent the application of the requirements of the same articles, shall not be binding on the tourists.
5. The contractual requirements stipulated in Articles 14-26 of this Law shall not affect the general contract law established by the legislation of Georgia, which is regulated by the Civil Code of Georgia.

Article 14 – Pre-contractual information

1. Before concluding a package travel contract or a contract related to other corresponding offers, a tour operator, a travel agency (travel agent) or other trader shall provide the tourist with the information envisaged by the ordinance on the standard forms approved by the Government of Georgia.
2. In addition to the information provided for by paragraph 1 of this article, in the case of a specific package, the following pre-contractual information shall be additionally provided to a tourist:
 - a) the main characteristics of the travel services, namely:
 - a.a) the travel destination, itinerary and periods of stay (with dates), and where accommodation is included in the package, the number of nights included;



- a.b) the characteristics and categories of vehicles to be used, the destination, the points, dates and times of departure and return, the duration and places of intermediate stops. If the exact dates of departure and return are not yet determined, the tourist shall be informed of the approximate dates;
 - a.c) the location, main features and category of the accommodation in accordance with the regulations of the country of destination;
 - a.d) the meal plan;
 - a.e) visits, excursions or other services that are included in the total price agreed for the package;
 - a.f) if travel services are provided to the tourist as part of a group, the approximate size of the group;
 - a.g) the language of communication in which travel services will be provided;
 - a.h) upon the request of the tourist, taking into account his/her needs, precise information on whether the trip is adapted for persons with disabilities;
 - b) the name, legal address, telephone number and e-mail address of the tour operator and/or travel agency (travel agent);
 - c) the total price of the package inclusive of taxes and all other additional fees, and where those costs cannot reasonably be calculated in advance of the conclusion of the contract, the tourist shall be informed that he/she may have to bear additional costs;
 - d) the payment methods, including any amount or percentage of the price which is to be paid as a down payment and the timetable for payment of the balance, or the financial guarantees to be paid or provided by the tourist;
 - e) the minimum number of persons required for the package to take place and the time-limit, referred to in Article 21(3) of this Law, before the start of the package for the possible termination of the contract if that number is not reached;
 - f) the passport and/or visa requirements (including approximate periods for obtaining visas) and health formalities of the country of destination;
 - g) the right of the tourist to terminate the contract at any time before the start of the package in return for the payment of an appropriate termination fee;
 - h) optional or compulsory insurance to cover the cost of termination of the contract by the tourist or the costs of compensation for damage (losses), including in the event of repatriation, accident, illness or death;
 - i) the terms and conditions of mandatory health and accident insurance of tourists in the territory of Georgia, as well as any other compulsory insurance provided for by the legislation of Georgia, which shall apply to the tourist during his/her stay in Georgia.
3. If a contract is concluded by telephone, the tourist will be provided with the information determined by paragraph 2 of this article in a form approved by the Government of Georgia.
4. In the case provided for by Article 2(z₁₀.b.e) of this Law, a trader selling the package shall inform a tourist that within 24 hours after the confirmation of the purchase of the service from the first trader, the purchase of the service from another trader will be considered as a package. In this case, each of the traders shall provide the tourist with the information provided for by paragraph 2 of this article in a form approved by the Government of Georgia.
5. The information provided for by this article shall be communicated to tourists in a clear, comprehensive and prominent manner. Where such information is provided to tourists in writing, it shall be legible.

Article 15 – Binding character of pre-contractual information and conclusion of a contract

1. The information provided for by Article 14(2)(a), (c-e) and (g) of this Law shall form an integral part of a package travel contract and can be altered only upon the agreement of the parties. A tour operator and/or a travel agency (travel agent) shall communicate all changes to the pre-contractual information to the tourist in a clear and comprehensible manner before the conclusion of the contract.
2. If a tour operator and/or a travel agency (travel agent) fails to communicate to a tourist the information on the additional costs provided for in Article 14(2)(c) of this Law, the tourist shall not be obliged to pay such additional costs.

Article 16 – Content of a package travel contract and documents to be submitted before the start of the package

1. A package travel contract shall be drawn up in a clear and understandable form. Upon the conclusion of the contract, the tour operator and/or travel agency (travel agent) shall provide the tourist with a copy or confirmation of the contract on a durable medium. The tourist shall be entitled to request a paper copy of the contract if the contract has been concluded in the simultaneous physical presence of the parties.
2. A package travel contract, in addition to the information provided for by Article 14 of this Law, shall include:
 - a) information about the special requirements of the tourist, which the tour operator has accepted;
 - b) information that the tour operator:
 - b.a) is responsible for the proper performance of all travel services included in the contract in accordance with Article 22 of this Law;
 - b.b) is obliged to provide assistance if the tourist is in difficulty in accordance with Article 25 of this Law;
 - c) the company name of the entity in charge of the insolvency protection and its contact details, as well as the contact details of the LEPL Georgian National Tourism Administration (address, telephone number, and e-mail address);
 - d) the name, address, telephone number, e-mail address and, where applicable, the fax number of the local representative, contact point or other service of the tour operator, which enables the tourist to contact the tour operator quickly and to



- communicate effectively to request assistance when the tourist is in difficulty, or to complain if the conditions of the package are not properly complied with;
- e) information that the tourist is required to inform the tour operator, within a reasonable period, about any violation of the conditions of the package;
- f) where a minor, unaccompanied by a parent or a legal representative, travels on the basis of a package travel contract which includes accommodation, the contact details of the minor or the person responsible for the minor at the minor's place of stay;
- g) information on available internal complaint handling procedures and on alternative dispute resolution mechanisms;
- h) information that the tourist has the right to transfer the package to a third party in accordance with Article 18 of this Law.
3. In the case provided for by Article 2(z₁₀.b.e) of this Law, the trader to whom the tourist's data are transferred shall inform the tour operator of the conclusion of the contract with the tourist leading to the creation of a package. The trader shall provide the tour operator with all the information necessary for the tour operator to fulfil its obligations. Upon receiving information about the creation of the package, the tour operator shall provide to the tourist the information referred to in paragraph 2 of this article in writing.
4. The information referred to in paragraphs 2 and 3 of this article shall be provided to a tourist in a clear and understandable form.
5. Within a reasonable period before the start of the package, the tour operator shall provide the tourist with tickets, the confirmation of booking and other relevant documents, as well as information on the scheduled times of departure, the deadline for check-in, the scheduled times for intermediate stops, transport connections and the approximate time of arrival.
6. The tour operator shall provide to the tourist an insurance policy or bank guarantee, according to which the insurance organisation/insurer or the financial institution undertakes to pay the tourist an amount in case of complete or partial failure to perform the package, if such failure is caused by the tour operator's insolvency. The insolvency protection shall contain data about the entity in charge of the insolvency protection, including the identification number, e-mail address, telephone number, the contact details of the LEPL Georgian National Tourism Administration, as well as other necessary data required for using the insolvency protection.
7. The package travel contract shall be drawn up in writing, in the Georgian language, and may also be drawn up in another language that the tourist knows.

Article 17 – Burden of proof

The burden of proof for the fulfilment of the obligation to provide to the tourists the information envisaged by this Chapter shall be on a trader.

Article 18 – Transfer of the package travel contract to a third party

1. A tourist may, after giving the tour operator written notice before the start of the package, transfer the package to a person who satisfies the conditions of the package travel contract. The tourist shall inform the tour operator in writing about the transfer of the package to a third party at least 7 calendar days prior to the transfer.
2. A tour operator may request reimbursement of the additional costs incurred as a result of the participation of a third party in the trip. A tour operator shall inform the tourist about the costs of the participation of a third party in the trip instead of him/her (of the transfer of the package travel contract to a third party), for the payment of which the package transferor and the transferee shall be jointly and severally liable. The said costs shall not be unreasonable and shall not exceed the actual cost determined by the tour operator for the transfer of the package travel contract.
3. A tour operator shall provide the package transferor with a document confirming the additional fees, charges and other costs incurred as a result of the transfer.

Article 19 – Alteration of the package price

1. After the conclusion of a package travel contract, a tour operator may increase the price of the package only if the contract expressly provides for the following:
- a) the right of the tour operator to increase the price of the package and the procedure for altering and calculating the prices;
- b) the right of a tourist to request a package price reduction in the circumstances determined by paragraph 5 of this article.
2. The price of a package may be increased only if one of the following conditions is met:
- a) the price of carriage of passengers has increased due to the increase in the price of fuel or other energy sources;
- b) the taxes or fees for specific transportation and shipping services, aircraft landing, embarkation and disembarkation, and cargo shipping and transportation in ports and airports, has increased;
- c) the exchange rates relevant to the package has increased.
3. If the package price increase due to the circumstances determined by paragraph 1 of this article exceeds 8 per cent,



Article 20(2)-(6) of this Law shall apply.

4. The increase of the package price shall be possible only if the tour operator notifies the tourist in writing of it at least 20 days before the start of the package. The said notice shall contain a relevant justification and a calculation of the new price.

5. If a package travel contract provides for the possibility of price increases, after concluding the contract, the tourist shall have the right to request a price reduction within the period determined by paragraph 4 of this article, if the price has been reduced in the cases provided for by paragraph 2 of this article.

6. In the case of a package price decrease, the tour operator shall have the right to deduct actual administrative expenses from the refund owed to the tourist. At the tourist's request, the tour operator shall provide proof of those administrative expenses.

Article 20 – Alteration of other package travel contract conditions

1. Before the start of the package, the tour operator may unilaterally change the package travel contract conditions only if:

a) according to the contract, the tour operator has been granted the right to make unilateral changes;

b) the change is insignificant;

c) the tour operator informs the tourist of the change in writing, in a clear and comprehensible manner.

2. If, before the start of the package, the tour operator is constrained to alter significantly any of the main characteristics of the package travel contract, in particular the conditions provided for in Article 14(2)(a) of this Law, or cannot fulfil the special requirements as referred to in Article 16(2)(a) of this Law, or proposes to increase the price of the package by more than 8 per cent in accordance with Article 19(3) of this Law, the tourist may, within a reasonable period specified by the tour operator:

a) accept the proposed change;

b) terminate the package travel contract without paying the termination fee.

3. If a tourist terminates the package travel contract in accordance with paragraph 2 of this article, the tour operator may offer the tourist a substitute package of an equivalent or higher quality, and the tourist shall have the right to accept or decline the offer.

4. A tour operator shall, without undue delay, inform a tourist in writing, in a clear and comprehensible manner, of:

a) the proposed changes in the price referred to in paragraph 2 of this article and, in the relevant case, in paragraph 5 of this article, and their impact on the price of the package;

b) a reasonable period within which the tourist shall inform the tour operator of his/her decision pursuant to paragraph 2 of this article;

c) the fact that if the tourist fails to respond within the period referred to in sub-paragraph (b) of this paragraph, it shall be considered that he/she has accepted the changes;

d) where applicable, the price of the substitute package.

5. If, before the start of the package, the tour operator is constrained to alter significantly any of the main characteristics of the package travel contract and the tourist terminates the contract, the tour operator may offer the tourist a substitute package of an equivalent or higher quality, and the tourist shall have the right to accept or decline the offer. In this case, the tourist shall be entitled to request an appropriate price reduction if the new conditions of the offered package or the conditions of a new package are of lower quality or cost than the previous package.

6. If a tourist terminates the package travel contract in accordance with paragraph 2(b) of this article and does not accept a substitute package, the tour operator shall, within a reasonable period but not later than 14 calendar days, refund to the tourist the cost of the package paid under this contract in accordance with Article 23(2)-(6) of this Law.

Article 21 – Termination of a package travel contract and the right of withdrawal before the start of the package

1. A tourist may terminate a package travel contract at any time before the start of the package. Where the tourist terminates the package travel contract under this paragraph, he/she shall pay an appropriate and justifiable termination fee to the tour operator. A package travel contract may specify reasonable standardised termination fees based on the time remaining from the termination of the contract to the start of the package. In the absence of standardised termination fees, the amount of the termination fee shall correspond to the price of the package minus the cost savings and income from the provision of alternative travel arrangements. At the tourist's request, the tour operator shall provide a justification for the amount of the termination fees.

2. Notwithstanding paragraph 1 of this article, the tourist shall have the right to terminate a package travel contract before the start of the package without paying any termination fee in the event of unavoidable and extraordinary circumstances occurring at the place of destination or in its immediate vicinity and significantly affecting the performance of the package or the carriage of passengers. In the event of termination of the package travel contract under this paragraph, the tourist shall be entitled to a full refund of any payments made for the package, but shall not be entitled to additional compensation.

3. A tour operator may terminate a package travel contract and provide the tourist with a full refund of any payments made for the package, but shall not be liable for additional compensation, if one of the following conditions is met:



- a) the number of tourists enrolled for the package is smaller than the minimum number stated in the contract and the tour operator notifies the tourist of the termination of the contract within the period fixed in the contract, but not later than:
- a.a) 20 days before the start of the package, if the travel period is more than 6 days;
 - a.b) 7 days before the start of the package, if the travel period is from 2 to 6 days;
 - a.c) 48 hours before the start of the package, if the travel period is less than 2 days;
- b) the tour operator is prevented from performing the contract because of unavoidable and extraordinary circumstances and notifies the tourist of the termination of the contract before the start of the package.
4. A tour operator shall provide any refunds required under paragraphs 2 and 3 of this article or, with respect to paragraph 1 of this article, reimburse any expenses incurred by or on behalf of the tourist in relation to the termination of the package travel contract minus the contract termination fee. Such refunds and reimbursements shall be made to the tourist within a reasonable period, but not later than 14 days after the termination of the package travel contract.
5. The tourist shall have the right to withdraw from an off-premises package travel contract within 14 working days after its conclusion, without giving any reason.

Article 22 – Liability for the failure to perform a package travel contract

1. A tour operator shall be responsible for providing the services included in a package travel contract, irrespective of whether those services are to be performed directly by the tour operator or by other travel service providers.
2. Considering the circumstances of the case, a tourist shall inform the tour operator within a reasonable period of any lack of conformity which he/she perceives during the performance of the services included in a package travel contract.
3. If any of the travel services are not performed in accordance with a package travel contract, the tour operator shall remedy the lack of conformity, unless one of the following conditions is met:
- a) this is impossible;
 - b) this entails disproportionate costs, considering the extent of the lack of conformity and the value of travel services affected.
4. If a tour operator fails to remedy the lack of conformity due to the reasons determined by paragraph 3 of this article, Article 23 of this Law shall apply.
5. If a tour operator does not remedy the lack of conformity within a reasonable period set by a tourist, the tourist may do so himself/herself and request reimbursement of the necessary expenses. It shall not be necessary for the tourist to specify a reasonable period if the tour operator refuses to remedy the lack of conformity or if the tourist is interested in the immediate remedy of the lack of conformity.
6. Where a significant proportion of the travel services, including the tourist's return to the place of departure, cannot be provided as agreed in a package travel contract, the tour operator shall offer, at no extra cost to the tourist, alternative travel arrangements of equivalent or higher quality than those specified in the contract, for the continuation of the package.
7. Where the proposed alternative travel arrangements result in a package of lower quality, the tour operator shall grant the tourist an appropriate price reduction. The tourist may reject the proposed alternative travel services only if they differ significantly from the travel services agreed in the package travel contract or the price reduction granted is inadequate.
8. Where a lack of conformity substantially affects the performance of the package and the tour operator fails to remedy it within a reasonable period set by the tourist, the tourist may terminate the package travel contract without paying a termination fee and, where appropriate, request a price reduction and/or compensation for damages in accordance with Article 23 of this Law.
9. If it is impossible to provide alternative travel arrangements or the tourist rejects the proposed alternative travel arrangements in accordance with paragraph 7 of this article, the tourist is entitled to price reduction and/or compensation for damage in accordance with article 23 of this Law without terminating the package travel contract.
10. If the package includes the carriage of passengers, the tour operator shall, in the cases referred to in paragraphs 8 and 9 of this article, provide repatriation of the tourist with equivalent transport without undue delay and at no extra cost to the tourist.
11. If it is impossible to ensure the tourist's return as agreed in the package travel contract because of unavoidable and extraordinary circumstances, the tour operator shall bear the costs of necessary accommodation of equivalent category (if possible) for a period not exceeding 3 nights per tourist.
12. The limitation of costs referred to in paragraph 11 of this article shall not apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, as well as persons in need of specific medical assistance, provided that the tour operator has been notified of their particular needs at least 48 hours before the start of the package.

Article 23 – Price reduction and compensation for damages

1. A tourist shall be entitled to an appropriate price reduction for any period during which there was lack of conformity, unless the lack of conformity is attributable to the tourist.



2. A tourist shall be entitled to receive appropriate compensation from the tour operator for any damage which the tourist sustains as a result of any lack of conformity of the services. Compensation shall be paid within a reasonable period.
3. A tourist shall not be entitled to compensation for damage if the tour operator proves that the lack of conformity is:
 - a) attributable to the tourist;
 - b) attributable to a third party unconnected with the provision of the travel services included in the package and is unforeseeable and/or unavoidable by the tour operator;
 - c) due to unavoidable and extraordinary circumstances.
4. With respect to the damage inflicted upon a tourist under a package travel contract, the tour operator may limit its liability to the amount of three times the total price of the package. The limitation of liability shall not apply if the damage resulted in personal injury caused by the tour operator's intentional or gross negligence.
5. Any right of a tourist to compensation for damage or the reduction of the package price as provided for by this Law shall not affect the rights of the tourist provided for by special normative acts or international conventions. Therefore, tourists shall be entitled to present claims under this Chapter and special normative acts or international conventions. If the compensation or package price reduction has been granted to a tourist on the basis of claims presented under this Chapter and special normative acts or international conventions, such amounts shall be deducted from each other in order to avoid overcompensation.
6. The limitation period for claims provided for by this article is 2 years.

Article 24 – Contacting a tour operator via a travel agency (travel agent)

A tourist may address messages, requests and complaints in relation to the performance of a package directly to the travel agency (travel agent) through which it was purchased. The travel agency (travel agent) shall forward those messages, requests and complaints to the tour operator without undue delay. The messages sent to the travel agency (travel agent) shall be considered as sent to the tour operator.

Article 25 – Obligation to provide assistance

1. A tour operator shall provide appropriate assistance without any delay to a tourist in difficulties arising during a holiday, including in the circumstances referred to in Article 22(11) of this Law, namely by:
 - a) providing the tourist with information on local healthcare services, local authorities and consular assistance;
 - b) assisting the tourist in establishing communication and finding alternative travel arrangements;
 - c) providing information to the tourist, if he/she is a person with disabilities or reduced mobility, on accessible travel services and their availability, and upon request, verified information on reasonable accommodation and alternative travel arrangements, based on the tourist's needs.
2. If a dangerous situation and/or significant obstacle is caused by the tourist's negligence or intentional act, the tour operator shall have the right to charge the tourist an appropriate fee for such assistance. The said fee shall not exceed the actual expenses incurred by the tour operator.

Article 26 – Liability for booking errors

A trader shall be liable for any technical defects in the system which are attributable to the trader. A trader shall not be liable for booking errors which are attributable to the tourist or which are caused by unavoidable and extraordinary circumstances.

Chapter V - Insolvency Protection

Article 27 – Ensuring the fulfilment of obligations arising from the tour operator's insolvency

1. If the services included in the package are not fully or partially performed due to the insolvency of a tour operator, the tour operator shall provide an appropriate financial guarantee (security) for the refund of all payments made by a tourist in advance. If the carriage of passengers is included in the package, the said financial guarantee (security) shall also cover possible repatriation costs. If a tour operator is not registered in Georgia or in the territory of a Member State of the European Economic Community, it shall also provide a financial guarantee (security) in accordance with this Law.
2. Tourists shall benefit from the tour operator's insolvency protection regardless of their place of residence, the place of departure, or the place where the package is sold, and the place where the entity in charge of the insolvency protection is located.
3. If the package cannot be performed due to the tour operator's insolvency, the financial guarantee (security) shall be available free of charge to ensure repatriation and, if necessary, the financing of accommodation of the tourist prior to the repatriation. If travel services have not been performed, refunds shall be provided within a reasonable period at the tourist's request.
4. For the purposes of this Law, a tour operator shall be considered insolvent if it cannot fulfil matured obligations/make payments, which makes it impossible to perform travel services. A financial guarantee (security) is provided through insurance or a bank guarantee.
5. The provided financial guarantee (security) entitles a tourist to receive the compensation under this Chapter by



applying to the LEPL Georgian National Tourism Administration.

Article 28 – Insolvency protection and information requirements for linked travel arrangements

1. Providers of linked travel arrangements shall provide a financial guarantee (security) for the refund of all payments they receive from tourists, if a travel service that is part of a linked travel arrangement cannot be performed as a consequence of their insolvency.
2. If a provider of linked travel arrangements is the party responsible for the carriage of passengers, the financial guarantee (security) shall also cover the tourist's repatriation.
3. Article 27(1) and (3) of this Law shall apply to the cases determined by this article.
4. Traders facilitating the purchase of linked travel arrangements and traders registered outside the European Economic Community shall, before the entry into force of the contract, explain to a tourist in a clear and comprehensible manner that:
 - a) he/she cannot benefit from any of the rights envisaged by the package travel contract as provided for by this Law, and that each service provider shall be solely responsible for the proper performance of the services envisaged by the contract;
 - b) in the case of insolvency, he/she shall benefit from the insolvency protection as provided for by paragraph 1 of this article.
5. Standard information shall be provided to tourists in the form approved by the Government of Georgia.
6. If a provider of linked travel arrangements fails to comply with the requirements of paragraphs 1-5 of this article, the rights and obligations laid down in Articles 18 and 21-25 of this Law shall apply to the linked travel arrangements.
7. If a tourist concludes an additional contract with a trader that is not a provider of linked travel arrangements, but a linked travel arrangement is the result of the conclusion of such contract, the trader shall inform the provider of linked travel arrangements of the conclusion of such contract.

Article 29 – Scope of securing obligations

1. The financial guarantee (security) provided by a tour operator shall include:
 - a) the refund of the payments made for purchasing a package, if the package has been cancelled;
 - b) the amount of compensation for the part of the package that has been cancelled;
 - c) the cost of repatriation of a tourist, if the carriage of passengers is included in the package;
 - d) the cost of accommodation of a tourist prior to repatriation.
2. The financial guarantee (security) provided by the participant in a linked travel arrangement shall include:
 - a) the refund of the payments made by a tourist, if the travel service included in the linked travel arrangement contract has not been performed due to the trader's insolvency;
 - b) the cost of repatriating a tourist, if the provider of linked travel arrangements is responsible for the carriage of passengers;
 - c) the cost of accommodation of a tourist prior to repatriation, if the linked travel arrangements include the carriage of passengers and the trader is responsible for the carriage of passengers.
3. A tour operator shall submit to the LEPL Georgian National Tourism Administration one copy of the document (certificate) certifying the respective security. Information about the security and its amount shall be entered in a special register of the LEPL Georgian National Tourism Administration.
4. The central contact point for exchanging information related to the insolvency protection of a tour operator shall be the LEPL Georgian National Tourism Administration.
5. If the central contact point has doubts about the insolvency protection of a tour operator, it shall seek clarification from another member state of the European Economic Area Agreement, which is the member state of registration of the tour operator.
6. If the central contact point receives from the central contact point of another member state of the European Economic Area Agreement a request regarding the insolvency protection provided by a tour operator registered in Georgia, it shall respond to such a request as quickly as possible, taking into account the urgency and complexity of the matter, within not later than 15 working days from receiving the request.

Article 30 – Calculating the amount of security for the performance of obligations

1. The rule and procedure for calculating the amount of security for the performance of obligations shall be determined by an ordinance of the Government of Georgia.
2. The amount of security provided for the performance of the obligations determined by this Law shall be effective and shall cover reasonably foreseeable costs. It shall cover the amounts of payments made by or on behalf of tourists in respect of packages, taking into account the length of the period between down payments and final payments and the completion of the packages, as well as the estimated cost for repatriations in the event of the tour operator's insolvency. The burden of proof in respect of the compliance (sufficient amount) of the said security amount shall be on the tour operator.
3. Once a quarter, before the 20th day of the month following each reporting period, a trader shall submit to the LEPL Georgian National Tourism Administration a report on the total income received from the sale of packages and linked travel arrangements. A trader shall submit updated data on planned sales of packages and linked travel arrangements for



the next quarter, as well as a plan for the following year (broken down by quarters) together with the fourth quarter report, which will be used for calculating the amount of the security.

4. The term of validity of the security shall not be less than 6 months.

5. A new security shall be submitted 1 month prior to the expiry of the previous security. The term of validity of a new security shall commence not later than the day following the expiry of the term of validity of the previous security.

6. If a trader organises several services, a corresponding security of the highest amount shall be provided.

7. A trader shall evaluate the adequacy of the provided security and increase its amount, where necessary.

8. A tour operator can insure each package. The insurance shall cover each package individually, to the extent of the relevant risks. In the case of insurance of each package, the amount required for securing obligations shall be determined by an order of the Head of the LEPL Georgian National Tourism Administration.

Article 31 – Application of a security

1. If the obligations envisaged by a package travel contract are not fulfilled due to the trader's insolvency, the trader shall immediately inform thereof the LEPL Georgian National Tourism Administration and the tourist who has purchased the package or the services included in the linked travel arrangement contract.

2. A case pending against a trader under the Law of Georgia on Rehabilitation and the Collective Satisfaction of Creditors' Claims shall not limit the right of the LEPL Georgian National Tourism Administration to apply a security under this Chapter.

3. A decision on the application of the security is made by the LEPL Georgian National Tourism Administration. In order to apply a security, the LEPL Georgian National Tourism Administration shall:

a) set the time limit for tourists to present the claims provided for by this Chapter, which shall not be less than 14 days;

b) collect tourists' claims for the application of the security, check the grounds for claims presented in a timely manner, and if possible, offer a tourist the continuation of the package;

c) ensure the fulfilment of the obligations determined by Article 29(1)(a) and (b) of this Law and the payment of the security amount(s) by the entity in charge of the insolvency protection within a reasonable period.

4. The rules and procedures for applying the insolvency protection shall be determined by an ordinance of the Government of Georgia.

Article 32 – Specific obligations of a travel agency (travel agent) established outside Georgia and the European Economic Community

Articles 22-31 of this Law shall also apply to a travel agency (travel agent) that sells packages combined by a tour operator established outside Georgia and the European Economic Community, unless the travel agency (travel agent) provides evidence that the tour operator complies with the requirements laid down in the same articles.

Chapter VI - Performance of Risky Travel Services

Article 33 – Risky travel services

1. The list of risky travel services shall be determined by an ordinance of the Government of Georgia.

2. The rules for the performance of risky travel services shall be determined by this Law and the technical regulations approved by the Government of Georgia.

3. A provider of risky travel services shall have mandatory professional liability insurance at all stages of their activities, the conditions (including limits) and the rules of implementation of which shall be determined by an ordinance of the Government of Georgia.

Article 34 – Carrying out activities by a mountain guide, a ski guide and an alpine guide

1. The activities of a mountain guide, a ski guide and an alpine guide shall be carried out on the basis of this Law and other legislative and subordinate normative acts of Georgia.

2. The scope of activities and the competences of a mountain guide, a ski guide and an alpine guide shall be determined by the technical regulations approved by the Government of Georgia.

3. The activities of a mountain guide, a ski guide and an alpine guide shall be carried out only by natural persons certified by an accredited personnel certification body.

4. The certification of a mountain guide, a ski guide and an alpine guide shall be carried out by the personnel certification body accredited by the Legal Entity under Public Law called the Unified National Accreditation Body – Accreditation Center.

5. An accredited personnel certification body shall keep a register of certified persons and issue the official identification badge of a mountain guide, a ski guide and an alpine guide, the form of which shall be approved by the LEPL Georgian National Tourism Administration.

6. Taking into account the requirements of this article, the terms and conditions for issuing and cancelling the official identification badge of a mountain guide, a ski guide and an alpine guide, as well as the form of such badge, shall be determined by the LEPL Georgian National Tourism Administration.



7. An accredited personnel certification body shall immediately notify the LEPL Georgian National Tourism Administration of the certification of a person, and the cancellation and/or suspension of a certificate.
8. An accredited personnel certification body shall ensure the publicity of the register of certified persons and keep it constantly up-to-date.
9. In the case of violation of the certification requirements by the certified persons, an accredited personnel certification body shall take appropriate measures in relation to them in accordance with the legislation of Georgia.
10. Mountain guides, ski guides and alpine guides shall have mandatory civil liability insurance at all stages of their activities, the conditions (including limits) and the rules of implementation of which shall be determined by an ordinance of the Government of Georgia.
11. The organisational and legal form of an accredited personnel certification body is a non-entrepreneurial (non-commercial) legal entity.

Article 35 – Obligations of a mountain guide, a ski guide and an alpine guide

1. Mountain guides, ski guides and alpine guides shall:
 - a) comply with the professional standards of the mountain guide, ski guide and alpine guide;
 - b) when carrying out their activities, carry an official identification badge issued by an accredited personnel certification body.
2. The territorial competences (including the road and terrain, height above sea level, slope, exposure, etc.) of a mountain guide, a ski guide and an alpine guide, where each of them can carry out their activities, shall be determined by the technical regulations approved by the Government of Georgia.

Chapter VII - Regulation of the Activities of a Tourist Guide

Article 36 – Tourist guides

1. Tourist guides shall provide their services in the territory of Georgia in compliance with the requirements of this Chapter.
2. Tourist guides shall register with the Register of Economic Activities.
3. The certification of tourist guides shall be voluntary and shall be carried out by the personnel certification body accredited by the Legal Entity under Public Law called the Unified National Accreditation Body – Accreditation Center.
4. An accredited personnel certification body shall ensure the publicity of the register of certified tourist guides, keep it constantly up-to-date and share it with the LEPL Georgian National Tourism Administration.
5. A tourist guide who is a citizen of a foreign country shall register according to the procedure established by the Government of Georgia.
6. The organisational and legal form of an accredited personnel certification body is a non-entrepreneurial (non-commercial) legal entity.

Article 37 – Official identification badge of a tourist guide

1. The official identification badge of a tourist guide shall be issued by an accredited personnel certification body.
2. Taking into account the requirements of this article, the rules and conditions for issuing and cancelling the official identification badge of a tourist guide, as well as the form of such badge, shall be determined by the LEPL Georgian National Tourism Administration.
3. The holder of an official identification badge of a tourist guide shall be exempted from the payment of the fee imposed for entering state museums and protected areas.
4. The Government of Georgia is authorised to determine other types of incentives for the holders of an official identification badge of a tourist guide.

Chapter VIII - Timeshare, Long-term Holiday Product, Resale and Exchange Contracts

Article 38 – Purpose and scope of this Chapter

1. The purpose of this Chapter is to facilitate the smooth functioning of the internal market and to achieve a high level of consumer protection in relation to certain aspects of the marketing, sale and resale of timeshare, long-term holiday product and exchange contracts.
2. This Chapter applies to the transactions between traders and consumers as provided for by this Law.
3. The rules envisaged by this Chapter cannot be changed to the detriment of a tourist.

Article 39 – Pre-contractual information related to the timeshare, long-term holiday product, resale and exchange contracts

1. Before concluding any contract, the trader shall provide the consumer with accurate pre-contractual information in a clear and comprehensible manner, including about the code of conduct, in accordance with the standard forms established by an ordinance of the Government of Georgia.



2. The trader shall provide to the consumer the information referred to in paragraph 1 of this article free of charge, on paper or on another durable medium which is easily accessible to the consumer.
3. The trader shall ensure that the information referred to in paragraph 1 of this article is drawn up in one or more official languages of the European Union (EU) Member State, in which the consumer is resident or a citizen (at the choice of the consumer), provided it is an official language of one of the EU Member States.

Article 40 – Rules of advertising

1. Any advertising for timeshare, long-term holiday product, resale and exchange contracts shall provide the possibility of obtaining pre-contractual information and indicate where it can be obtained.
2. If a trader offers to a consumer a timeshare, a long-term holiday product, or a resale or exchange contract in person, at a promotion or sales event, the trader shall clearly indicate the commercial purpose and the nature of the event.
3. A timeshare or a long-term holiday product may not be advertised as an investment.
4. The information referred to in paragraph 1 of this article shall be available to the consumer at any time during the event.

Article 41 – Conditions of the timeshare, long-term holiday product, resale or exchange contracts

1. The contract shall be drawn up in writing, on paper or on another durable medium, in one or more official languages of the EU Member State in which the consumer is resident or a citizen (at the choice of the consumer), provided it is an official language of one of the EU Member States.
2. The information referred to in Article 39(1) of this Law shall form an integral part of the contract and may be altered by agreement between the parties or due to unavoidable and extraordinary circumstances beyond the trader's control, the consequences of which could not have been avoided. The contract shall expressly mention any such changes.
3. The changes referred to in paragraph 2 of this article shall be communicated to the consumer in writing, before the contract is concluded.
4. In addition to the information referred to in Article 39 of this Law, the contract shall include:
 - a) the identity, the address of the place of residence and the signature of the parties;
 - b) the date and place of the conclusion of the contract.
5. Before the conclusion of the contract, the trader shall inform the consumer of the right of withdrawal, the length of the withdrawal period referred to in Article 42 of this Law, and the ban on advance payments before the expiry of the withdrawal period referred to in Article 44 of this Law.
6. The corresponding contractual clauses shall be signed separately by the consumer.
7. The contract shall include a separate standard withdrawal form, as set out in Article 39(1) of this Law, intended to facilitate the exercise of the right of withdrawal in accordance with Article 42 of this Law. A separate standard withdrawal form shall be established by an ordinance of the Government of Georgia.
8. The consumer shall receive 1 copy of the duly certified (signed) contract at the time of its conclusion.
9. In calculating the duration of a timeshare or a long-term holiday product contract, any provision of the contract and tacit renewal or prolongation conditions shall be taken into account.

Article 42 – Right of withdrawal

1. The consumer shall have the right to withdraw from a timeshare, a long-term holiday product, and a resale or exchange contract within 14 calendar days, without giving any reason.
2. The withdrawal period shall be calculated:
 - a) from the day of the conclusion of the contract;
 - b) from the day when the consumer receives the contract, if it is later than the date referred to in sub-paragraph (a) of this paragraph.
3. The withdrawal period shall expire:
 - a) after 1 year and 14 calendar days from the day referred to in paragraph 2 of this article, where a standard withdrawal form as required by Article 41(5)-(7) of this Law has not been filled in by the trader and provided to the consumer in writing, on paper or on another durable medium;
 - b) after 3 months and 14 calendar days from the day referred to in paragraph 2 of this article, where the information referred to in Article 39(1) of this Law has not been provided to the consumer in writing or on another durable medium in accordance with the standard information form.
4. If a standard withdrawal form referred to in Article 39 of this Law has been filled in by the trader in writing or on another durable medium and provided to the consumer within 1 year from the day referred to in paragraph 2 of this article, the withdrawal period shall start from the day the consumer receives the said form.
5. If the information referred to in Article 39 of this Law has been provided to the consumer in writing or on another durable medium in accordance with the standard information form within 3 months from the day referred to in paragraph 2 of this article, the withdrawal period shall start from the day the consumer receives such information.
6. If the exchange contract is offered to the consumer together with and at the same time as a timeshare contract, only a single withdrawal period in accordance with paragraph 1 of this article shall apply to both contracts. The withdrawal



period for both contracts shall be calculated according to the provisions of paragraph 2 of this article.

7. If the consumer intends to exercise the right of withdrawal, the consumer shall, before the expiry of the withdrawal period, notify the trader in writing of the decision to withdraw. The consumer may use the standard withdrawal form provided by the trader in accordance with Article 39 of this Law. The deadline shall be deemed met if the notification is sent before the withdrawal period has expired.

Article 43 – Consequences of withdrawal

1. The exercise of the right of withdrawal by a consumer terminates the obligation of the parties to perform the contract.
2. Where a consumer exercises the right of withdrawal, the consumer shall not bear any costs or charges corresponding to the service which may have been performed before withdrawal.

Article 44 – Prohibition of advance payment

1. In relation to timeshare, long-term holiday product and exchange contracts, any advance payment, provision of guarantees, reservation of money on accounts, acknowledgement of debt or any other consideration to the trader or to any third party by the consumer before the end of the withdrawal period shall be prohibited.
2. In relation to resale contracts any advance payment, provision of guarantees, reservation of money on accounts, acknowledgement of debt or any other consideration to the trader or to any third party by the consumer before the actual sale takes place or the resale contract is otherwise terminated shall be prohibited.

Article 45 – Specific provisions related to long-term holiday product contracts

1. For long-term holiday product contracts, payment shall be made according to a payment schedule. Any payment of the price specified in the contract otherwise than in accordance with the payment schedule shall be prohibited. The payments, including any membership fee, shall be divided into equal yearly instalments. The trader shall send a written request for payment at least 14 calendar days in advance of each due date. The request shall be sent in writing or on another durable medium.
2. From the second instalment payment onwards, the consumer may terminate the contract without incurring any penalty by giving notice to the trader within 14 calendar days of receiving the request for payment of each instalment. This right shall not affect the rights to terminate the contract under the legislation of Georgia.

Article 46 – Termination of ancillary contracts

1. If the consumer exercises the right to withdraw from a timeshare contract or a long-term holiday product contract, any other ancillary contract shall be automatically terminated at no cost to the consumer.
2. If the price is fully or partially covered by a credit granted to the consumer by the trader or by a third party on the basis of an arrangement between the third party and the trader, the credit agreement shall be terminated, at no cost to the consumer, where the consumer exercises the right to withdraw from a timeshare, a long-term holiday product, or a resale or exchange contract.

Article 47 – Registration of timeshare contracts with the Public Registry

1. Registration of timeshare contracts with the Public Registry is mandatory.
2. The changing of the owner of the accommodation shall not lead to the termination of a registered timeshare contract.

Chapter IX - Enforcement of the Legislation of Georgia on Tourism

Article 48 – Supervision and control over the enforcement of this Law

Administrative supervision over the enforcement of this Law shall be carried out by the LEPL Georgian National Tourism Administration.

Article 49 – Liability for violating the legislation of Georgia on tourism

1. In the case of a violation of the requirements of this Law, an offence report shall be drawn up by an authorised employee of the LEPL Georgian National Tourism Administration. The form of the offence report shall be approved by the Head of the LEPL Georgian National Tourism Administration.
2. The activities of a mountain guide, a ski guide and an alpine guide carried out without holding a personnel certificate and/or a mandatory civil liability insurance policy – shall be subject to a fine from GEL 500 to GEL 1 000.
3. The act provided for by paragraph 2 of this article, committed repeatedly – shall be subject to a fine from GEL 1 000 to GEL 2 000.
4. The performance of the activities by mountain guides, ski guides and alpine guides without carrying with them an identification certificate – shall be subject to a fine of GEL 200.
5. The performance of risky travel services in violation of the requirements of the technical regulations and/or without



- holding a mandatory professional liability insurance policy – shall be subject to a fine from GEL 800 to GEL 1 500.
6. The act provided for by paragraph 5 of this article, committed repeatedly – shall be subject to a fine from GEL 1 600 to GEL 3 000.
7. The performance of the respective activities by tour operators and the participants in the linked travel arrangements without a security – shall be subject to a fine of GEL 1 500.
8. The performance of the activities by entities engaged in tourism activities without registration – shall be subject to a fine of GEL 500.
9. Interference with the activities of a representative authorised to supervise the enforcement of the law in the field of tourism – shall be subject to a fine of GEL 300.
10. The failure to fulfil the obligation to provide to the LEPL Georgian National Tourism Administration a security under this Law – shall be subject to a fine of GEL 1 000.
11. The performance of the activities of a tourist destination management organisation without having been granted the status of a tourist destination management organisation by the LEPL Georgian National Tourism Administration – shall be subject to a fine of GEL 1 000.
12. The fines referred to in paragraphs 2-11 of this article shall be paid to the state budget of Georgia.
13. In the case of a failure to pay a fine, it shall be referred for immediate enforcement according to the procedure established by the legislation of Georgia.

Chapter X - Transitional and Final Provisions

Article 50 – Transitional provisions

1. The Government of Georgia shall:
- a) before 31 December 2024, submit to the Parliament of Georgia a draft Law of Georgia on Resort Activities;
 - b) before 1 January 2025, approve the principles of agritourism and wine tourism activities, and the procedure and conditions for obtaining and/or revoking the status of a business entity engaged in such activities;
 - c) before 1 June 2025, draw up the procedure for the registration of tourist guides who are citizens of foreign countries;
 - d) before 1 June 2026, approve the list of risky travel services, the technical regulations for the performance of risky travel services, and the scope of activities and competences of a mountain guide, a ski guide and an alpine guide, and the technical regulations of their territorial competences (including the road and terrain, height above sea level, slope, exposure, etc.);
 - e) before 1 June 2026, adopt the ordinance 'on the approval of the conditions and the procedure for the implementation of the mandatory civil liability insurance of a mountain guide, a ski guide and an alpine guide' and the ordinance 'on the approval of the procedure and conditions of the mandatory professional liability insurance of providers of risky travel services';
 - f) before 1 January 2026, adopt the ordinance 'on the approval of the procedure and conditions of mandatory health and accident insurance of tourists visiting Georgia';
 - g) before 1 June 2027, approve the standard forms referred to in Chapter IV of this Law;
 - h) before 1 June 2027, approve the standard forms referred to in Chapter VIII of this Law;
 - i) before 1 June 2027, approve the rules and procedure for calculating the amount of insolvency protection;
 - j) within 2 months after the entry into force of this Law, approve the ordinance 'on resorts';
 - k) ensure the compliance of the relevant subordinate normative acts with this Law.
2. The Head of the LEPL Georgian National Tourism Administration shall:
- a) before 31 December 2024, draw up a form (forms) of the offence report;
 - b) before 31 December 2024, approve the procedure for granting and revoking the status of a tourist destination management organisation and the rules and standards of its operation;
 - c) before 1 June 2025, approve the procedure and conditions for issuing and revoking the official identification badge of a tourist guide, the form of such badge, the procedure for keeping the tourist guide certification register by the accredited personnel certification body, and the tourist guide registration form;
 - d) before 1 June 2026, approve the procedure for keeping and the form of the register of the certification of mountain guides, ski guides and alpine guides by the accredited personnel certification body;
 - e) before 1 June 2026, approve the procedure and conditions for issuing and revoking, and the form of, the official identification badge of a mountain guide, a ski guide and an alpine guide;
 - f) before 1 June 2027, draw up a form of the report on the total income received from the sale of packages and linked travel arrangements;
 - g) before 1 June 2027, draw up a form of the certificate of insolvency protection of a tour operator and a participant in linked travel arrangements;



h) within its competence, ensure the compliance of the relevant subordinate normative acts with this Law.
Law of Georgia No 4276 of 13 June 2024 – website, 27.6.2025

Article 51 – Final Provisions

1. The Law of Georgia on Tourism and Resorts of 6 March 1997 (Parliamentary gazette, No 13-14 (45-46/13), 12 April 1997, p. 3) shall be repealed.
2. This Law, except for Articles 6-9 and 11-47 and Article 49(2)-(11) of this Law, shall enter into force upon its promulgation.
3. Article 12 of this Law shall enter into force on 1 June 2024.
- 3¹. The application of Article 12 of this Law shall be suspended until 1 January 2026.
4. Articles 6-9 and Article 49(11) of this Law shall enter into force on 31 December 2024.
5. Article 11 and Article 49(8) of this Law shall enter into force on 1 January 2025.
6. Articles 36 and 37 of this Law shall enter into force on 1 June 2025.
7. Articles 33-35 and Article 49(2)-(6) of this Law shall enter into force on 1 June 2026.
8. Articles 13-32 and 38-47 and Article 49(7), (9) and (10) of this Law shall enter into force on 1 June 2027.

Law of Georgia No 4276 of 13 June 2024 – website, 27.6.2025

President of Georgia

Salome Zourabichvili

**Tbilisi,
15 December 2023
No 3969-XIII ობ -X ოპ**

