



GENERAL INFORMATION ON CONTRACTING

Terms of the contract of travel organization in mediation contract

1. General Provisions

This contract governs the mutual relations of travel organizers, mediation agencies and travel agents, or third parties as passengers, in the event that the contractor of travel commits the contract to the benefit of a third party as a passenger.

2. Contract Actors

This contract governs the mutual relations of travel organizers, mediation agencies and travel agents, or third parties as passengers, in the event that the contractor of travel commits the contract to the benefit of a third party as a passenger.

3. Settlement of the contract

A travel contractor is the person who concludes this contract on his behalf and for his account or for the benefit of a third party. In the case of the conclusion of this contract for the benefit of a third party as a passenger, the passenger acquires the right and the right to the travel organizer / service provider, who is obliged to fulfill what the traveler has agreed to in favor of the third party. The Contracting Authority guarantees and is responsible for the truthfulness and accuracy of all the information provided to the travel agent / organizer and warrants that the purpose of realization of a contracted travel / service is authorized by the passenger / party to provide his / her personal data and to accept all legal obligations arising out of this contract and positive legal regulations.

4. Basis of the contract

The Travel Contract / Travel Contract Agreement is considered binding after it has been signed by the Contracting Parties or otherwise clearly confirmed its consent (internet, fax, e-mail, credit card number, payment to bank account) and produces legal effect when the agency receives the entire contracted amount by the agreed date or, if so contracted, receives the payment of part of the amount and the remainder of the amount and / or documentation to secure payment of the remaining part of the price up to the agreed date.

5. Obligations of the agency

The Agency is obliged to provide the passenger with services that have the content and properties stipulated in the contract and to care for the rights and interests of the passengers in accordance with business practices in this activity and shall be liable to the traveler for damages due to non-execution of the service, partial execution or disruption of service to the value in the amount the price of the contracted arrangement.

6. Obligations of travel organizers and service providers

Travel organizers / service providers are obliged to keep the information contained in promotional materials or programs unless the contractor has explicitly agreed otherwise because the advertising material / program indicated that there is a possibility of modification of the data, meaning the relevant sections of this contract, not the data from promotional materials.

7. Prices

The Contracting Parties agree that the travel organizer has the right to increase the price from this contract no later than 20 days before the start of the journey, if there is a change in the exchange rate of the contracted currency, to increase the cost of transport, including fuel costs or to increase fees for certain services air and other ports, etc.) that affect the price of travel, which he did not know or knew. If the organizer's terms are not otherwise specified, the increase in the price is calculated in the same percentage as the changes in the calculated calculation elements. The traveler or traveler has the right to terminate the travel organizing agreement if the increase in the overhead price was more than 10%. In this case, they are entitled to a refund of the price paid up to then, without the right to compensation for damages and possible costs of visas, insurance, vaccinations and similar charges.

8. Termination of contract

The travel organizer / service provider / broker is authorized to terminate this contract in whole or in part by a unilateral declaration if he does not receive the payment of the price or part of the price of the arrangement and / or documentation in the agreed terms and conditions to secure the payment of the remaining part of the price. In this case, the traveler is not entitled to compensation for damages and any costs of visas, insurance, vaccinations and similar charges, and the travel contractor is obliged to pay the contractual fees as though he himself had canceled the trip.

9. Cancellation of the contract

The Travel Organizer / Service Provider / Intermediary is authorized to terminate this contract by a unilateral declaration in whole or in part if no minimum travel number is stipulated in the travel arrangements for the program or if there are external and exceptional circumstances that could not be prevented, avoided or eliminated and which would be the circumstances that existed at the time of the conclusion of a travel / mediation

travel contract agreement were a justified reason for the travel organizer / service provider / broker not to conclude the contract. In this case, the passenger is not entitled to compensation for damages and possible expenses of visas, insurance, vaccinations and similar charges.

10. Amended contract

Instead of terminating the contract before the start of travel, the travel organizer or broker may offer the traveler / contractor an amended contract and / or a substitute travel arrangement.

11. Deadline for Accepting Contract Changes

The traveler / contractor of travel within 2 (two) working days from the date of the receipt of the tender referred to in the previous point of this contract may accept the modified travel, tour or package change agreement or refuse the alteration and substitute arrangement. If the traveler / traveler waives the change and the substitute arrangement or disagrees with the offer of the travel organizer or broker, then the contract is terminated without the passenger's obligation to pay compensation and costs. In this case the tour organizer is obliged to return the paid part of the price.

12. Following the acceptance of the amended contract

In case of accepting an amended contract or a replacement travel arrangement, the traveler / contractor travel does not have any claims against the travel organizer or agent on any legal basis, except for the right to reimbursement of the price if the replacement travel arrangement has a lower price.

13. Outstanding circumstances

If the organizer of the travel after the commencement of the trip because of the occurrence of extraordinary external circumstances that he could not foresee, avoid or eliminate (war, riots, strike, terrorist actions, sanitary disorders, elemental disasters, traffic accidents, sudden and unusual traffic jams, flight delays, delays in aircrafts and other means of transport, weather conditions, etc.), did not provide much of the services involved, or if it judges that it will not be able to provide the bulk of the embedded services, the tour organizer may modify the program for the continuation of the journey , and to compensate the traveler on their return journey from the difference between the summaries and the services actually provided, if such a difference exists in favor of the passenger.

14. Written documentation

The traveler or traveler may, at any time, in writing, complete or partially terminate the travel arrangements. The Travel Organizer has determined in the promotional material / program and / or general travel conditions the manner of calculating the fee payable by the traveler / traveler for travel in the event of termination of the travel arrangements and the traveler / traveler of the journey by signing this contract confirms that he is

familiar with this information to assume the obligation to pay in full to the agent or organizer the calculated remuneration irrespective of the amount paid up to the moment of termination of the contract. In the event of termination of the contract of mediation of one or more special services that enable a journey or stay to take place, the passenger / contractor shall undertake to settle to the intermediary his / her commission and the service provider charged by the individual service provider under his normal conditions.

15. If the passenger is prevented from commencing the journey

If a traveler is prevented from commencing a voyage, he may assign a third party to use the main services instead of him if he or she has informed the agent or organizer of the travel / service provider in writing. The travel organizer / service provider will accept a third person named as a substitute passenger if a third party meets all the conditions for travel and if there are no legal or other prescribed obstacles preventing a third person from traveling to a particular country or the right of a third country which is a travel destination does not allow the replacement of passengers or if it is not possible to make a change of reservation.

16. Cost of Passenger Replacement

Before the trip starts, a third party or travel agent / traveler is obliged to compensate the travel organizer and the agent for any additional costs caused by the replacement of the passenger.

17. Important information about the traveler

The traveler is obliged to inform the agency in a timely fashion of all facts regarding his / her health, habits, etc., which could endanger traveling (if for health and other reasons he or she requires a particular type of diet, has chronic illness, etc.).

18. Download Travel Documentation

The traveler must take the travel document (voucher, time and place of departure, place of destination or modification of the means of transport and the time of arrival at that place, telephone number or other means of contact with the travel organizer not later than 8 days before departure at the point of sale; in the case of a minor's journey, the manner of establishing direct contact with him or the person responsible for him or her and other necessary information) if he or she has not been previously served, or request to be served by mail. The damage caused by the fact that the travel document is not taken over at any time is borne exclusively by the passenger.

19. Voucher

At the request of a travel organizer / travel agent, the traveler is obliged to present a travel / service voucher representative before the commencement of the travel / service voucher or proof that he has fully paid the price, because if the price is not paid and the documentation that ensures the payment of the remaining part of

the price until the agreed date can not be initiated travel / use the service, unless the contracting parties expressly disagreed otherwise.

20. Obligations of passenger

The traveler shall ensure that his or her documents and items are in accordance with the conditions laid down by the carrier and those prescribed by the border, customs, health and other regulations of his country as well as the country in which he travels and the organizer shall not be liable for the decisions of the official persons who deny the traveler or do not allow entry into individual countries or the costs incurred for that purpose. Costs of loss or theft of documents during the trip are borne by the traveler. The traveler is obliged to abide by travel and home-travel programs in catering and accommodation facilities and in transportation, and cooperate with the representative of travel organizers and service providers in good faith. In the event of non-compliance with these obligations, the travel organizer delivers any liability for the damage caused and the traveler pays the same salary at the venue. The traveler is obliged to observe the rules of personal safety during the trip, which would be used by every average person. The travel organizer is not responsible for the actions of passengers concerning his / her personal responsibility.

21. Last minute arrangements

If the contractor has entered into a contract for the organization of a trip as a “last minute” or a contract whereby the name of the accommodation in which the traveler is staying is known only after arrival in the destination (actions called: fortuna, as, joker, roulette, no name hotel, etc., depending on the organizer) then the traveler accepts all the risks of such a trip. These trips contain uncertain facts that the travel organizer can not influence, and the traveler has accepted such a trip for the most reasonable price so that the traveler has no right to object to the travel organizer.

22. Complaints

If a traveler during a voyage objected to a failure to comply with or incomplete fulfillment of any of the contracted services, he / she shall comply with the organizer / service provider’s instructions on the procedure and cooperate with the representative of the travel organizer / service provider to cause the objection to be removed from the place of service. If this is not possible, the passenger is required to provide a written confirmation that the cause of the complaint can not be resolved by the service provider / organizer, and, upon returning from the trip, submit the complaint to the organizer within the deadline set by the organizer. The organizer reserves the right to reject group complaints, complaints that are not received within the deadline, and those found to cause the cause to be removed at the place of service, and the passenger did not cooperate with the organizer’s representative. The organizer is obliged to provide the traveler with their solution within the appropriate time limit specified in the general travel conditions or in promotional material.

23. Jurisdiction of the Court

In the case of dispute, the jurisdiction and jurisdiction of the court is based on the seat of the travel agency of the organizer or service provider.

24. Poor traveler

By signing this contract, the contractor – the parent of the minor child – the passenger confirms that the other parent is familiar and expressly agrees with this contract for what is material and criminal.

25. Privacy Data

By signing this contract, the Contracting Party shall voluntarily make available the personal data of the Contracting Authority and the Travel Agent to the intermediary and shall allow it to be used for the purpose of protecting the interests of the Contractor and the Passenger in all matters relating to the Contract / Service. This includes the forwarding of this information to third parties at home and abroad which are necessary for the realization of this travel / service. These data may also be used for further mutual communication and delivery of agency marketing messages. The Agency undertakes to keep personal data in the database, in accordance with the travel agency's decision on how to collect, process and keep personal data.

26. Significance of signatures

By signing this contract, the contractor shall confirm that prior to the conclusion of the contract, the travel organizer has made available the appropriate notice of basic border, visa and health formalities in respect of travel and stay at the place of destination as well as the time required to fulfill those formalities.

27. Insurance

By signing this contract, the Contractor shall certify that he has been offered special insurance to cover the costs of termination of the contract by the passenger, injury, illness, death and loss of luggage during the journey and stay covering the cost of assistance and return of the passenger to the place of departure in the event of an accident or disease.

27. In case of insolvency or bankruptcy of the agency

In accordance with the Act on Tourist Activity, in the case of payment inability or bankruptcy for the traveler who has already started with the trip, as well as other persons who have paid a deposit for the travel program, should contact the Agency insurer as quickly as possible, referring to the policy number.

