

## **Terms and conditions**

### **Contractual Terms of the company G&V Solution s. r. o.**

#### ***I CONTRACT ON PACKAGE TOUR ARRANGEMENT***

1. For the purposes of these Contractual Terms, the company (hereinafter referred to as **"Company"**) shall mean the company G&V Solution s. r. o., Company Reg. No. 50 248 391, having registered office at Opletalova 96, 841 07 Bratislava, entered in the Business Register kept by the District Court Bratislava I, Section: Sro, File No. 110401/B.
2. For the purposes of these Contractual Terms, the customer (hereinafter referred to as **"Customer"**) shall mean the person which entered into the Contract on Package Tour Arrangement with Company, or a person for the benefit of which the Contract has been entered into, or a person to which the package tour has been transferred in line with Par. III. Clause 1 f) hereof. In case that multiple persons are involved on the part of Customer, such persons shall be preferred to in singular as **"Customer"**, in which case all the persons on the part of Customer shall comply with their obligations arising from the Contract on Package tour Arrangement jointly and severally.
3. The Contract on Package Tour Arrangement shall arise between Company and Customer on the basis of properly completed and signed Contract on Package Tour Arrangement confirmed by Company or any travel agency or tour operator authorized to broker Company's services. A contract signed by Company's statutory representative or authorized representative on behalf of Company shall be deemed valid as well.
4. The travel agency or tour operator which has been authorized by Company and brokers Company's services shall not be entitled to alter the terms of provided package tour or provide information that is in conflict with information provided by Company in the online catalogue and other promotional materials.
5. By signing the Contract, Customer confirms that, upon the conclusion of the Contract, Customer has been acquainted with the content as well as all parts of the Contract, and that Customer agrees with the Contract without reservations. The Contractual Terms of the Company G&V Solution s. r. o. are a part of the Contract on Package Tour Arrangement.
6. The contractual relationship may be entered into without direct contact, i.e. by e-mail, by Company sending an invoice for advance payment to Customer. Following the transfer of the amount specified in the invoice for advance payment to Company's account and subsequent sending of the confirmation (e-mail) by Company, G&V Solution s. r. o.'s Contract on Package Tour Arrangement shall be deemed validly concluded.

#### ***II PRICE OF PACKAGE TOUR AND SERVICES, BOOKING AND PAYMENT TERMS***

1. Price of package tour shall be the total price for ordered services which price is specified in the Contract. If discounts are available, they may not be cumulated; Customer may only select one of the discounts applicable as of the day of the establishment of contractual relationship. As far as discounts for children are concerned, the age of the child as of the last day of the package tour shall be decisive. The price of the package tour shall not include Customer's costs linked with compliance with passport, customs, foreign exchange and other regulations of the country of destination.
2. Preliminary booking may be carried out over the phone or by e-mail. The booking shall be regarded as an order after the sending of the booking e-mail. Such order shall be confirmed by an e-mail. This order shall not be considered binding until the moment of the receipt of Company's order confirmation e-mail by Customer, and no obligations specified in Paragraph IV shall be imposed upon and no rights shall be granted to Customer with respect to said order.

3. Upon Contract conclusion, Company shall have the right to ask for an advance payment amounting to at least 50% of the price of package tour. The remaining part of the price shall be payable no later than 30 calendar days prior to the start of service utilization. If the contractual relationship is established later than 30 calendar days prior to the start of the package tour, Customer shall pay 100% of the price of ordered services upon the establishment of the contractual relationship.
4. It shall only be possible to pay for ordered services by way of bank transfer or in any other agreed manner, and the day of payment shall be deemed the day on which the funds are credited to Company's account. Costs linked with the cross-border payment transaction shall be borne by Customer.
5. Customer shall have the right to the provision of all ordered services only after the payment of full price of package tour and compliance with other service provision terms. In case of failure to pay within stipulated period, Company shall be entitled to withdraw from the Contract in writing or by e-mail and not to provide ordered services. Customer shall have the obligation to reimburse Company for the costs incurred due to the failure to comply with Contractual Terms on the part of Customer.
6. Company shall be entitled to increase unilaterally the price of package tour and services not later than 21 days prior to the start of service provision, provided that transport costs, including fuel prices, have been increased by 20% in the period of 30 calendar days. The reason for and method of price increase shall be notified to Customer in writing or by e-mail. Customer shall cover the difference according to instructions included in Company's information.

### **III RIGHTS AND OBLIGATIONS OF CUSTOMER**

1. Among the fundamental rights of Customer shall be:
2. right to provision of services of agreed quality and within the agreed period;
3. right to protection of personal data provided by Customer to the Company in connection with the package tour;
4. right to additional information which is not which is not included in the online catalogue and is important to Customer and known to the Company;
5. right to be acquainted without delay with possible changes in the tour schedule, the scope of services and the price;
6. right to cancel participation in the package tour by withdrawal from the Contract at any time prior to the start of the package tour under the terms agreed in the Contract;
7. right to notify the Company in writing or by e-mail prior to the start of the package tour, however, not later than 10 calendar days prior to the start of service utilization, that the Customer will be substituted by any other person. A part of the notice of Customer substitution shall be the written consent of the person to substitute Customer. The new customer shall enter into the contractual relationship on the day of the receipt of the notice, and all rights and obligations arising from the Contract shall be transferred to the new customer. Company reserves the right to charge a one-off fee amounting to €30/person for the change of Customer, which fee shall be paid by Customer in line with the maturity of the invoice received together with modified Contract;
8. right to file a complaint against services in line with the terms stipulated in the Contract;
9. Among the fundamental obligations of Customer shall be:
10. to provide the Company with the assistance needed for proper arrangement and provision of the package tour comprising the subject of the Contract, including but not limited to, full, true and early completion of required forms; also photos, passport, visa application forms and other required formalities, provided that the Company procures also visa;
11. to enclose the power of attorney granted to representing co-travellers, provided that a spouse or an own minor child isn't among them;

12. to pay full price of package tour according to the timetable and prove such payment by a payment document; if Customer has failed to pay the price of package tour on time, the Company shall have the right to withdraw from the Contract;
13. to notify the Company without delay, however, within the stipulated period at the latest, of Customer's opinion on possible changes in terms and agreed scope of services;
14. to take over from the Company documents needed for the utilization of agreed services;
15. to arrive at the destination on the stipulated date ready to utilize the agreed scope of services; in the event of delay with the utilization of agreed services by own fault, to arrive at own expense and responsibility at the destination in line with the timetable of agreed services;
16. to follow the instructions including safety instructions of the Company or Company's representative in charge during the package tour; to follow the stipulated programme, applicable regulations of the visited country, place and accommodation facility, in particular the accommodation rules and transport rules; to compensate for possible damage caused by Customer to the accommodation facility or to the means of transport during the package tour;
17. to carry all valid travel documents required for the entry into the country visited, in particular, travel document, visa and certificate of vaccination (if required), travel insurance certificate, if Customer is insured; these documents shall be obtained by Customer itself, provided that the Company did not offer and provide such service to Customer;
18. to refrain from any action harming or impeding other package tour participants;
19. to report without delay any change in personal data specified in the Contract, including, but not limited to, contact address, telephone or any other contact etc., for the purposes of compliance with contractual liabilities.

#### ***IV OBLIGATIONS OF COMPANY***

1. Fundamental obligations of Company include mainly the obligation to provide Customer with the name, place of accommodation or the contact address and telephone number of the representative not later than 7 calendar days prior to the start of the package tour.

#### ***V CHANGE IN AGREED SERVICES***

1. In case that Company is forced to change an essential condition of the Contract, Company shall propose Customer to change the Contract. If the change in the Contract leads to a change in the price of package tour, the proposal shall include the new price. Customer shall have the right to reject the proposed change and withdraw from the Contract without cancellation fees. Customer shall notify Company of Customer's decision in writing within the period stipulated in the proposal for Contract change.
2. Company shall be authorized to carry out operative changes in the programme and provided services during the package tour, unless the originally agreed programme and services may be ensured for extraordinary reasons. In these cases Company shall: a) ensure alternative programme and services the quality and scope of which come closest to the character of original services, and, if services are ensured at least on the same level, any other claims of Customer shall be excluded; or b) return Customer the price paid for non-provided services; or c) give Customer discount on paid services which were included in the price of package tour and not fully provided or for which no alternative performance was granted.
3. In case of overbooking of accommodation capacity, Company shall arrange for alternative accommodation of at least equal or higher category over the entire or proportional part of stay.
4. Customer reserves the right to cancel the package tour immediately due to Vis Major and events preventing or limiting the organization of the package tour and jeopardising the safety of tour participants.

5. Customer reserves the right to change the programme in terms of content and timetable due to Vis Major, decisions of public authorities or emergencies.

## **VI WITHDRAWAL FROM CONTRACT**

1. Prior to the start of the package tour, Company may withdraw from the Contract only due to package tour cancellation or violation of contractually agreed obligations by Customer. In the event that the organization of the package tour requires minimum number of participants, Company shall inform Customer of this fact prior to Contract conclusion. If the required number of participants has not been reached, Company reserves the right to cancel the package tour not later than 10 calendar days prior to package tour start, of which Customer shall be informed in writing or by e-mail.
2. Customer shall have the right to withdraw from the Contract at any time prior to package tour start a) without giving any reason; b) due to major breach of Company 's obligations arising from the Contract. The notice of withdrawal shall take effect on the day of the receipt of the written or electronic form of the same by Company.
3. In case that Customer has withdrawn from the Contract for a reason different from major breach of obligations by Company or, as the case may be, if Company has withdrawn from the Contract in case of breach of obligations by Customer, Customer shall pay Company a compensation for damage in the form of a cancellation fee amounting to:
  - o Not later than 30 days prior to the start of service utilization – handling fee €30/Contract;
  - o 29 – 21 days prior to the start of service utilization – 25% of the price of ordered services;
  - o 20 – 14 days prior to the start of service utilization – 50% of the price of ordered services;
  - o 13 – 6 days prior to the start of service utilization – 75% of the price of ordered services;
  - o 5 days or less prior to the start of the package tour – 100% of the price of ordered services.
4. The number of days taken into account for the calculation of cancellation fee shall be counted from the day of effect of the withdrawal from the Contract to the date of planned start of service utilization specified in the Contract. In case of cancellation of the participation of one out of two persons in a double-bed room, the cancelling person shall pay compensation for damage equivalent to extra charge for a single-bed room. Similar procedure shall be applied to accommodation the price of which shall be calculated per whole facility, irrespective of the number of occupied beds. In case of cancellation of the participation of one or multiple persons out of the number of persons specified in the Contract, the compensation for damage shall be calculated according to the remaining number of persons in view of the character of ordered services (accommodation, trip using private means of transportation).
5. Company shall have the right to pay compensation for damage in the form of a cancellation fee by offsetting the entire or proportional package tour part paid.
6. Customer's request for date change shall be evaluated by Company with respect to available capacities. In case that parties agree on date change in writing, Customer shall pay a handling fee amounting to €80 for the date change. If no capacities in the ordered accommodation facility are available on the date requested and parties agree on an alternative accommodation capacity, which results in increase in the price of package tour, Customer shall cover the difference.

## **VII COMPLAINT PROCEDURE AND LIABILITY FOR DAMAGE**

1. If the scope and quality of provided services don't objectively comply with the agreed level, Customer may pursue remedy against the service provider or Company's representative with respect to agreed service; and such remedy shall be pursued without delay. A written record of this fact shall be drawn up, which, however, isn't a complaint within the meaning of applicable legislation.
2. If Company has failed to secure proper and timely remedy, Customer shall file a complaint after the return, however, not later than within three months of the end of the utilization of the respective service, which complaint shall be supported by written record pursuant to Clause 1. above. If the complaint is justified, Customer shall be entitled to a discount on paid services corresponding to the difference between ordered services and factually provided services.
3. In case that the damage has been caused neither by Company nor Company's contractual partners, but by Customer or third parties not related to the provision of the respective service, Company shall not be liable for the damage arisen. The same applies if the damage has been caused by an event that couldn't have been prevented or that was a result of extraordinary and unpredictable circumstances.
4. In handling the complaint, Customer shall provide Company with maximum cooperation in order to enable the most efficient removal of defects and prevent the origin of any damage or to reduce the scope of the damage. Company shall not be liable for the level of the services ordered by Customer with third parties.
5. Customer shall have the right to exercise Customer's rights and entitlements and settle the same out of court and, to this end, file a petition to launch alternative dispute resolution under the Act No. 391/2015 Coll. on alternative solution to consumer disputes and on amendment to certain acts as amended. Customer may exercise Customer's rights and obligations also online through European Dispute Resolution Platform available at [http://ec.europa.eu/consumers/odr/index\\_en.htm](http://ec.europa.eu/consumers/odr/index_en.htm).

## **IX FINAL PROVISIONS**

1. The validity hereof shall be applicable to package tours and services provided by Company, except for cases when Company has made a written agreement with Customer on a different scope of mutual rights and obligations beforehand.
2. Any and all data and facts included in Company's online catalogue and price list regarding services, prices and travel conditions correspond to the information known at the time of the publication thereof and Company reserves the right to change the same until the period of the conclusion of the Contract with Customer.
3. Customer's personal data shall be processed under the Act No. 122/2013 Coll. on the protection of personal data and on amendment to certain acts as amended. Company processes Customer's personal data within the scope specified in the Contract. Customer shall provide correct and true personal data and inform Company without delay of the change in Customer's personal data.
4. Provided services shall be used by Customer on Customer's own behalf and responsibility as well as at Customer's own risk, and Company shall not be liable for possible damage to health or property not caused by Company's direct actions.
5. These Contractual Terms shall become valid on 1 January 2018.