

## **General terms and conditions of Travel agency watching.sk, Co. Ltd.**

General terms and conditions (further as "General terms") are valid for all trips, stays and services provided by travel agency watching.sk, Co. Ltd. General terms are inseparable part of an Agreement of tour reservation (further as "Tour agreement"), which is signed between Travel agency watching.sk, Co. Ltd. and a purchaser of respective tour.

### **I. Basic provisions**

1) Parts of agreement are:

a) Travel agency watching.sk, Co. Ltd., domicile: Koprivnicka 15, 841 01 Bratislava (further as "CK watching.sk")

b) Order party, who may be physical entity or corporate entity.

2) Persons of less than 15 years of age might participate on travels and tours of CK watching.sk only under supervision by a person older than 18 years of age, or with an agreement of their legal representative.

3) Persons of age between 15 and 18 years of age may participate on tours and travels of CK watching.sk only with an agreement of their legal representative.

4) Contract settlement between CK watching.sk and ordering entity starts from the day of signing the contract about a tour of both respective parties.

5) Content of agreement is assessed by information on website, or by information stated on flyers of CK watching.sk.

6) By accepting the agreement of tour, travel agency CK watching.sk incur liabilities towards a purchaser to provide agreed services to the extent of and of the quality in accordance with contracted conditions.

### **II. Price and payment conditions**

1) Prices of trips and tours organised by travel agency CK watching.sk are negotiated prices stated by agreement in writing between watching.sk and the purchaser. Definite price is clearly mentioned in the agreement about the trip. For setting the price of tours and trips, exchange rate between EURO and other currencies is used in accordance with National Bank of Slovakia's list of foreign exchanges not older than 3 months.

2) CK watching.sk is authorised to change the price of tour if there is a change of exchange rate used in final price calculation of more than 10 percent, if such change occurs until the 30th day before the planned trip.

3) Written information about the trip price increase must be sent by watching.sk to the purchaser at least 30 days before the trip; otherwise, CK watching.sk does not have a right to demand a price difference of the trip.

4) Purchaser is bound to pay the price of the contracted trip before it starts.

5) CK watching.sk has right to be paid for ordered services before their provision and purchaser is bound to pay for the services before their provision.

6) CK watching.sk has right to demand advanced deposit payment until 5 days after the agreement was signed. The sum and the time of deposit payment is agreed upon like this:

a) until 5 days after the contract is made, purchaser is bound to pay in advance a sum of 50 % of the price of contracted services, if not otherwise.

b) 14 days at latest before the planned trip is to happen, purchaser is bound to pay the rest of the sum of contracted services, if not otherwise.

c) if the contract is made in period of time less than 14 days before the planned trip start, purchaser is bound to pay 100 % of the sum of contracted services, if not otherwise.

d) fees for changes in reservation and contractual penalties are payable immediately.

7) Customer has right to obtain services only after the whole payment for the service is paid. In customer violates the payment calendar from any reason, travel agency CK watching.sk has right to withdraw from the contract and demand a payment of contractual fine in accordance with Article VI. of these General terms.

### **III. Discretions and duties of the customer**

1) Customer has right to:

a) appropriate providing of properly contracted and purchased services,

b) demand form CK watching.sk information about all circumstances regarding contracted and purchased services,

c) withdraw from contract anytime before the contracted service begins in accordance with Article VI. of these General terms after paying appropriate contractual fine.

d) reclamation of insufficiencies and correction in accordance with Article VII. of these General terms,

e) get at least 5 days prior to the beginning of the contracted trip, further written information about all facts important for the customer and known to CK watching.sk. This information about the trip is sent by CK watching.sk via e-mail, or regular mail to one address submitted by customer,

f) inform CK watching.sk before the contracted service starts in written form about the change of participant different from one stated in a signed contract. In such case, original contractor (customer) and a new customer both bear the responsibility for contracted service payment. This new circumstance must be signed by all three participating contractual parties in an amendment agreement. This change is made without contractual fine or any further payment.

2) Customer has duty to:

a) rightly and completely state all demanded information in a contract including any changes of such information and submit other documents demanded by CK watching.sk,

b) to pay the price of the service in accordance with Article II. of these General terms,

c) follow all instructions of CK watching.sk guide and to abide given tour programme,

d) act in the way, which none of tour participants is harmed and no private property is damaged. If such occurs, customer is bound to pay the damages caused by him from his contracted insurance, of by himself,

e) meet other tour participants on time at meeting point, which is clearly stated in a signed contract.

#### **IV. Discretions and duties of CK watching.sk**

- 1) CK watching.sk has duty to provide a potential customer with all then known circumstances regarding trip before the contract is signed
- 2) CK watching.sk has duty to have all its trips insured to protect the customer in case of travel agency's bankruptcy if watching.sk:
  - a) does not provide customer transfer from whereabouts in abroad to Slovak republic, if such transfer is a part of the trip,
  - b) does not return back the deposit or the whole sum of the trip in case when the trip does not happen,
  - c) does not pay the difference between the initial trip cost and the cost of partially finished trip in case when trip is finished only partially.

#### **V. Changes of already agreed services and cancellation of the trip**

- 1) In case the change of accommodation must be made after the beginning of the trip, CK watching.sk grants an alternative accommodation of similar or higher standard.

#### **VI. Abandonment of contract**

- 1) CK watching.sk may withdraw from contract before the contracted trip happens only if the planned trip is cancelled or in case when customer violates contracted duties. Written announcement about the abandonment of contract with all reasons is sent by CK watching.sk in written form to mail address stated in the contract. Abandonment of contract comes into being at the day of its dispatchment.
- 2) Purchaser has right to abandon the contract anytime before he starts to use any of contracted services:
  - a) without stating a reason,
  - b) by reason of CK watching.sk's violation of duties stated in the contract.Announcement about the abandonment of contract must be sent by customer in written form to mail address stated in Article I. of these General terms. Abandonment of contract comes into being at the day of its delivery.
- 3) If the reason for the abandonment of contract is CK watching.sk's violation of any of the contracted duties, travel agency is bound to return back the whole paid sum stated in a signed contract without delay. In such case, customer does not have to pay CK watching.sk any contractual fines or further fees.
- 4) If the reason for the abandonment of contract is NOT CK watching.sk's violation of any of the contracted duties, or if CK watching.sk abandons the contract from the reason of customer's violation of contracted duties, purchaser is bound to pay CK watching.sk contractual fines. The sum of contractual fine is set by the number of days before the contracted trip begins or by using services as follows:
  - a) 15 and more days before the planned trip beginning: 25% of the whole price of the contracted trip
  - b) 14 to 7 days before the planned trip beginning: 50 % of the whole price of the contracted trip

c) Less than 7 days before the planned trip beginning: 90% of the whole price of the contracted trip

5) If customer does not participate on a trip, or if he does not use a service of CK watching.sk without submitting a abandonment of contract, or if he does not fulfil any of his duties stated in these General terms, he is bound to pay 100% of the whole price of the contracted trip.

6) Setting the contractual fine is done by counting the days from the day when Abandonment of contract starts to be valid.

7) CK watching.sk has duty to count down the contractual fine from an advanced payment or from the payment for the whole trip, if such was done. CK watching.sk is bound to pay a customer the rest of the sum of money in accordance with the sum written in a signed contract.

## **VII. Return policy and liability for damages**

1) In case when range or quality of services is lower than stated in a contract, customer has right to claim the reparation. Customer is bound to claim his right of removal of all insufficiently provided services without unnecessary delay directly on spot from the service provider or from CK watching.sk's authorised representative, so the reparation can be done.

2) If a claim cannot be dealt with immediately after it occurs, CK watching.sk's representative and customer writes up a reclamation protocol with trip number, claimant, and the matter of claim. Protocol is signed by CK watching.sk's representative as well as claimant, who then obtain one copy of reclamation protocol.

3) Claimants' claim must be put into effect at CK watching.sk immediately, at last in three months after the end of the trip, or in case if trip did not happen, from the beginning date of planned trip as stated in contract. In other cases, a claimants' right to claim ceases to exist. CK watching.sk has duty to answer in written for to all existed claims up to 30 days from their delivery.

4) CK watching.sk is responsible for all services stated in the signed contract, and their violation, whether they are to be fulfilled by CK watching.sk or the third party provider of services stated in the signed contract.

5) CK watching.sk warns tour participants of possible transfer time delays and of problems caused by traffic conditions and cross border delays.

6) CK watching.sk is not responsible for any damages caused not by CK watching.sk or its sub contractors, if the damage is done by other tour participant or a third party which is not a in any connection with provided trip.

7) Times and places of departure may be changed by CK watching.sk shortly before the trip begins in case of changes of transport routes from any reasons. These changes, however, cannot change the program of the contracted trip itself. All participants must be informed about these changes prior the departure.

## **VIII. Final provisions**

- 1) Price of the trip does NOT include individual travel insurance of respective tour participants.
- 2) By signing the tour contract, customer confirms that he understands and accepts all terms and conditions mentioned in this General terms and conditions document.
- 3) By signing the tour contract, purchaser grants CK watching.sk and designated persons all rights to process all personal data written in the signed contract for the purpose of ensuring and providing contracted services and for the fulfilment of the obligations imposed by generally binding legal regulations and law No. 428/2002 of Collection of laws, for the period of time necessary to secure rights and obligations, arising out of the contractual relationship between the customer and CK watching.sk, including accessing such data to business partners of CK watching.sk and cross-border flow of personal data to a country or residence or transit solely for the purpose of ensuring contractual services for the customer. Withdrawal of consent is possible after prior agreement with the customer and CK watching.sk. The customer also declares that he is authorized to sign this contract to grant consent to the processing of personal data of all persons listed in the contract of trip. Customer is responsible for the completeness, veracity and accuracy of the data provided for the purpose of concluding contract of trip.