

# **General terms of participating in tourist services organized by INPASSA Zenon Znamirowski**

## **1. Entering into Agreement**

1.1. An agreement with „INPASSA Zenon Znamirowski” hereinafter referred to as Organizer is entered into by signing "tourist service agreement" between Client and Organizer. These general terms of participation constitute an enclosure to the above mentioned agreement.

1.2. The Client, who signs an agreement, signs it also in the name of other participants booked in the reservation and by the same, he becomes liable for the fulfillment of agreement conditions by such participants.

1.3. When entering into an agreement the Organizer specifies the type of documents necessary to participate in a tourist trip and the date of providing or delivering the documents to the Organizer. If such documents are not provided or provided with delay, Organizer shall be entitled to cancel the reservation after prior request to the Client to submit the missing documents.

1.4. The Client should immediately advise the Organizer about any changes of data provided in the agreement.

## **2. Prices and payments**

1.5. The price of a tourist trip established in the agreement covers the benefits specifically described in the offer.

1.6. Having signed an agreement the Client shall make an advance payment in the amount of 10% of the trip price by a date indicated by the Organizer. If the agreement was entered into on a later date than 30 days before the date of commencement of a tourist trip, the Client shall make a full payment in the time indicated by the Organizer.

1.7. If the Client made an advance payment on signing the agreement, he is obliged to make an additional payment for the whole trip not later than 30 days before the commencement of the trip.

1.8. If the Client does not pay the whole liability for the trip in a specific time and amount, the Organizer may cancel the reservation after sending or delivering an earlier call for payment to the Client.

1.9. The price of a tourist trip established in the agreement may increase only in case of a documented influence of the following circumstances on such an increase:

- a) changes in the offer on request and/or in arrangement with the client and based on his consent;
- b) increase of currency exchange rate;
- c) increase of means of transport.

Within 20 days before the commencement of a trip the price established in the agreement shall not increase. This rule does not refer to item 2.5 a.

In the event if there is no Client's consent for a change of price resulting from reasons stipulated in items 2.5. b and 2.5. c., the Organizer is obliged to return the payments made by the Client on account of the trip immediately if the Client requires such a return of a paid amount in event

of an increase of the price and the trip will be canceled, with a reservation of item 2.5. a.

### **3. Amendments of agreement terms, trip cancellation**

3.1. The Organizer reserves the right to change relevant conditions of the agreement, with a reservation of item 2.5. The Organizer shall advise the Client immediately about every change of relevant terms and conditions of the Agreement.

3.2. In such a situation the Client is entitled to:

- a) accept the proposed amendments in the Agreement, or
- b) renounce the Agreement and immediately along with an immediate return of all contributed considerations.

3.3. The Organizer reserves the right to cancel the trip because of the acts of force majeure.

3.4. The Organizer may also revoke the trip because of a too small number of participants and he shall be obliged to advise the Client about this fact immediately in writing to the Client's e-mail address, but not later than 30 days before the planned date of commencement of the trip. The number of participants necessary to realize the trip is specified every time in the agreement with the Client.

3.5. The Client may claim damages for a non-performance of the agreement, if the trip was canceled because of a force majeure or a smaller number of participants than specified in the agreement and the Organizer advised the client about this fact in the agreed time. In such a case the Client shall immediately receive a return of all contributed payments.

### **4. Resignation of participation in the trip, change of a participant**

4.1. If the Client resigns from participation in the trip due to reasons not caused by the Organizer, he may be charged with costs born by the Organizer to prepare the trip.

4.2. The Organizer recommends that the Client enters into an insurance agreement to secure the costs of resignation from the participation in the trip.

4.3. The Client's statement on resignation from the trip before its commencement irrespective of a reason, must be in a written form only, sent to the Organizer's email address. The date, on which the Organizer received a respective Client's statement is assumed as the resignation date.

4.4. On receiving a statement of resignation from a participation in a trip the Organizer shall enumerate a detailed list of actually born costs connected with an organization of the trip and shall present them to the Client.

4.5. The Client may transfer all rights serving to him based on an agreement to a person, who fulfills the conditions of participation in a trip, if this person simultaneously takes over all liabilities based on the agreement (statement in writing).

4.6. The transfer of rights and takeover of obligations based on an agreement is effective for the Organizer if the Client advises him about it and the Organizer grants his consent for this.

4.7. The Client and the transferee or his rights shall be severally liable for:

- a) the unpaid part of a tourist trip price and
- b) all costs born by the Organizer in effect of a change of a trip participant.

## **5. Liability of the Parties**

5.1. The Organizer is liable for nonperformance or inappropriate performance of an agreement, unless it is caused exclusively by:

- a) action or omission of the Client
- b) action or omission of third parties, not participating in the performance of services envisaged in the agreement, if such actions or omissions may not be foreseen or avoided,
- c) force majeure

5.2. The Organizer limits his liability for nonperformance or inappropriate performance of an agreement up a double amount of the trip price in relation to every Client.

5.3. Client/Participant should have current documents (passport/ID), should apply to legal provisions binding in Poland or a visited country, should obey the recommendations of a trip guide and organizer, should obey the cultural norms and respect the standards and customs of the visited country.

5.4. The Client shall be materially liable before the Organizer and his clients or contractors for damages that he may cause.

5.5. A Client(s) whose behavior or health status significantly affects the normal course of the trip and disturbs other guests, may be removed from the group without a refund based on a recommendation of all other group members and the tour leader.

## **6. Health insurance, tourist and trip insurance**

6.1. The Organizer recommends that the Client enters into a travel insurance for the time of stay, in case of losing luggage, in case of necessity to use health care, in case of an accident or emergency.

6.2. The Organizer as a tourist company is insured in accordance with the Polish law, but does not ensure a health insurance for the trip participants. The Client may buy a health insurance on his own, in case if it appears necessary to use health care and receive a return of costs of medical treatment.

6.3. In the event of necessity of medical treatment during a stay in Poland, the Client may use health care also based on a payment, without the necessity to buy an insurance.

## **7. Claims**

7.1. If the Client states that the execution of an agreement during a trip is faulty, he should immediately advise a service provider and Organizer about this fact. The notification should be filed in writing to the service provider or to another worker of the Organizer during the trip.

7.2. Irrespective of the above notification, the Client may make a complaint to the Organizer in writing with a description of the infringement in the method of agreement performance and indication of his or her claim in a period, which is not longer than 30 days as of the end of the trip.

7.3. The Organizer is obliged to review the claim and inform the Client in writing about the result of the claim procedure within 30 days as of filing the complaint, and in case of a complaint filed during a trip within 30 days as of the end of the trip.

## **8. Final provisions**

8.1. If a tourist services agreement regulates particular issues differently than these conditions of participation - the provisions of the agreement shall prevail.

8.2. In all matters not regulated in this document the provisions of commonly binding law shall apply, especially the law of 29 August 1997, tourist services and the law of 23 April 1964 Civil Code.

8.3. Name and address of the insurer: Towarzystwo Ubezpieczeń INTER Polska S.A. Al. Jerozolimskie 172, 02-486 Warszawa.