

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

## **1. Entering into Agreement**

1.1. The conclusion of the agreement with "INPASSA Zenon Znamirowski", hereinafter referred to as the Organizer, takes place through the electronic document circulation (filling out the reservation form by the Client and confirming the reservation by the Organizer). These General terms of participation constitute an annex to the above-mentioned agreement.

1.2. The Client, who signs an agreement, also signs it 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**

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

2.2. 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.

2.3. 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.

2.4. 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.

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

3.1. The Organizer has a right to cancel a Contract for the participation in tourist services and provide a full refund of all payments made in reference with a tourism event with no extra compensation in case the number of participants is lower than that mentioned in the Contract and the Organizer informed the Client about the cancellation not later than:

a) 20 days before a tourism event lasting over 6 days,

- b) 7 days before a tourism event lasting from 2 to 6 days,
- c) 48 hours before a tourism event lasting less than 2 days.

3.2 The Organizer has a right to cancel the Contract for the participation in tourist services and provide a full refund of all payments made in reference with a tourism event with no extra compensation in case the Organizer is unable to fulfill the Contract due to emergency and inevitable circumstances and the Organizer informed the Client about the cancellation before the tourism event and immediately after such circumstances occurred

3.3. The Organizer has a right to make minor amendments to the Contract. The Client will be informed immediately if such an amendment is made.

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

4.1. The Client has a right to withdraw from the Contract for the participation in tourist services at any moment before the tourism event. In such a case, the Client may be obliged to submit an adequate and justified amount the Organizer as a payment for the withdrawal from the Contract. The amount depends on the total price of the tourism event minus costs or income resulting from an alternative use of given tourism services. The Organizer is to provide a justification of the amount due upon the Client's request.

4.2. The Client has a right to withdraw from the Contract for the participation in tourist services at any moment before the tourism event with no additional payment required if emergency and inevitable circumstances occur at the destination or its proximity which may significantly affect the tourism event or transportation to the destination. The Client has a right to claim a refund of all payments made with no compensation.

4.3. The Client has a right to transfer their rights resulting from the Contract to a person that meets the requirements of participation in a tourism event. Such a person automatically takes on all responsibilities resulting from the Contract. A change of this sort does not require the Organizer's consent.

4.4. A transfer of rights and obligations as described in 4.3. is effective as far as the Organizer is concerned on condition that the Client notifies about this fact within a reasonable time. A notification sent not later than 7 days before the tourism event is in every case considered reasonable.

4.5. If a transfer of rights and obligations as described in 4.3. generates additional costs on the Organizer's part, the Organizer is to provide a justification of such costs upon claiming them from the Client. The costs are to be legitimate and not exceed the actual costs resulting from the transfer of the Contract.

4.6. The Client and the person to whom the rights and obligations are transferred are to share costs resulting from a possible difference in price and additional costs on the Organizer's part.

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

5.1. The organizer is liable for the service to be performed in a right and proper manner

regardless of whether they do it themselves or other providers of tourist services.

5.2. The Organizer's liability for the inability to perform services or their inadequate performance is limited to a threefold of the total price of the event in relation to every Client. The limitation does not apply to personal injuries.

5.3. The Organizer is obliged to provide appropriate assistance to the Client that found themselves on a difficult situation. The aforementioned assistance refers in particular to:

- a) Information regarding health services, local authorities and consular assistance
- b) Assistance using communication over a distance, including electronic means of communication as well as substitute services if provided.

5.4. If the Client is unable to go back to their home country as stated in the Contract due to emergency and inevitable circumstances, the Organizer is to cover the cost of accommodation of the Client up to three nights. The standard of such accommodation is to be possibly equal to that described in the Contract. The three-nights limitation does not apply to the following persons: the disabled and their caregivers, pregnant women, unaccompanied adolescents under 18 years old, people requiring special medical care, on condition that the Organizer is notified about the situation of such participants not later than 48 hours before the tourism event.

5.5. The Organizer has a right to demand payment for providing assistance in case the circumstances resulted from an intentional action of the Client or gross negligence on their part. The amount is not to exceed the actual expenses of the Organizer.

5.6. 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.

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

5.8. 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. The Client is to inform the Organizer about inappropriate performance of services being part of the tourism event or the failure to perform them. If possible such a notification is to be sent immediately, during the tour.

7.2. The Client can submit messages, demands or complaints related to the tourism service directly to the Organizer.

7.3. In case a complaint is rejected, the Client may appeal to the Organizer or use an extrajudicial method of settling consumer disputes, as mentioned in the bill dated 23rd Sep 2016 about extrajudicial methods of settling consumer disputes (Dz. U. poz. 1823) as well as use an online platform for settling consumer disputes in accordance with the order of European Parliament and the Council of Europe no. 524/2013 dated 21st May 2013 regarding online system for setting consumer disputes, amendments to the order (WE) no. 2006/2004 and a directive 2009/22/WE (Dz. Urz. UE L 165 dated 18th Jun 2013)

## **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. All matters not included in the Contract are to be regulated by Polish law, in particular the bill of tourism events and related tourist services dated 24th Nov 2017 and civil code dated 23rd Apr 1964.

8.3. Name and address of the insurer: Signal Iduna Polska Towarzystwo Ubezpieczeń S.A. ul. Przyokopowa 31, 01-208 Warszawa.

8.4. The Organizer has an insurance guarantee provided by Signal Iduna Polska TU S.A. Insurance Company on the cost of the Clients returns to their countries as well as refunds of payments made by the Clients for the tourism event. The guarantee is valid from 8 April 2024 through 7 April 2025 and the security deposit amounts to 30 403,80 PLN. Regarding insurance payments as described in the bill of tourism events, one should contact the beneficiary of the guarantee: Marszałek Województwa Podkarpackiego, address: 35-010 Rzeszów, al. Ciepłińskiego 4. An application should have the following attachments: a copy of the Contract, a receipt of the payment, a statement of the Client that the Organizer failed to fulfill their obligations of a certain value, a statement of the Client including the number of a bank account that is to be used when transferring the insurance payment.