



**ELITE VOYAGE**

# GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF TRAVEL SERVICES

## 1. What is the subject of this document?

The subject of this document is the contractual terms and conditions for package tours and other travel services provided by our travel agency, EliteVoyage, s. r. o., with its seat at WeWork - Národní 135/14, 110 00 Prague 1, IČ: 067 44 591, to its clients on the basis of a concluded package tour contract.

These General Terms and Conditions form an integral part of the package tour contract or travel services provision contract, and together these documents form the legal framework so that we can provide you with our unique services in the luxury travel sector.

Unless stated otherwise in this document, the rights and obligations laid down in these General Terms and Conditions are the same for travel services provision contracts.

## 2. From when is the contract binding for me?

The contract is binding for both parties from the moment it is concluded.

The contract can be concluded in written form, including through e-mail communication, and also through so-called implication (typically by paying the price).

If the contract is concluded through e-mail communication or by implication, the contract is binding from the moment you accept the offer within the deadline stated in the offer. If a package tour contract is concluded in this manner, we shall send you a so-called package tour confirmation. If a contract on the provision of travel services is concluded, we shall send you a confirmation of ordered services and an invoice for paying the price of the ordered services.

Until you accept the offer, we reserve the right to withdraw our offer. We would only withdraw our offer if it is not possible for us to implement the offer to its full extent for reasons of events which occur subsequent to sending you our offer, and which we are unable to influence.

## 3. Where can I find information about the package tour or specific travel services?

Information about your package tour or travel services is contained within the written and signed contract and in these General Terms and Conditions. If a signed package tour contract has not been concluded between us, then all necessary information can be found within the so-called package tour confirmation which we send you subsequent to your acceptance of our package tour offer. If a signed travel services provision contract has not been signed between us, information about the travel services you have ordered can be found in the confirmation of ordered services.

We shall contact you by seven (7) days prior to your departure at the latest in order to send you further necessary information about your package tour or other travel services, in particular the planned departure time, times for check-in, transport connections and arrival time, unless this information is contained within the package tour contract or package tour confirmation. At the same time we shall also supply you with any travel documents, vouchers or receipts if you do not have these yet, and if these documents are required for the fulfilment of services.



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If, however, you have any queries or are unsure about anything regarding your package tour or your ordered travel services, we are here to answer your queries at any time and provide you with all necessary assistance.

### 4. What are the payment terms?

The total price for the package tour is contained in the package tour contract or in the package tour confirmation (if issued). The package tour contract or package tour confirmation (if issued) details any costs which are not included in the price. If a contract on the provision of individual travel services is concluded, then the total price is stated in the invoice which was sent to you along with confirmation of the order.

The method of payment of the package tour price is laid down in the package tour contract or in the package tour confirmation (if issued). If not stated in the contract, 50 % of the price is payable within 5 days of concluding the package tour contract, with the remaining 50 % payable up to 30 days before the package tour begins. If a contract on the provision of individual travel services is concluded, the method of payment is detailed on the invoice which is sent to you along with confirmation of the order.

If the price, or part of it, is not duly paid and paid on time, we have the right to withdraw from the contract and also to demand from you the payment of a termination fee, which is stated in the contract. If this is not stated, then it is in accordance with Point 8 of these General Terms and Conditions.

### 5. What are my obligations prior to departure and during the course of the package tour, or when making use of individual travel services?

In order that we are able to secure the implementation of your package tour or the provision of the travel services you have ordered, we shall require necessary co-operation from you. This co-operation involves the following obligations in particular:

- a. you should provide true and full details in the package tour contract and other documents needed for package tour implementation, or in documents needed for the provision of individual travel services,
- b. you should submit documents to us to apply for visas, and take from us all documents necessary for making proper use of travel services,
- c. you should meet vaccination and other medical obligations which are required for visiting the relevant countries,
- d. you should arrive at the stated time at the determined place with all the documents necessary for travel and for entrance to the relevant destination and transit countries (i.e. a valid travel document/passport, visa, health insurance document, vaccination document, etc.).

**During the period of your stay or when you make use of our travel services, you are required to observe the following:**

- a. observe the laws valid in the destination or transit country, including all carrier and accommodation provider regulations,
- b. observe the instructions of the tour guide or other persons determined by us, and conform to the determined programme,
- c. act so as not to cause damage to the property of third persons, or cause injury,
- d. secure accompaniment and supervision by an adult participant for persons younger than fifteen (15) years of age and persons whose health status requires it,
- e. duly and on time make any claims against us or any supplier in accordance with these General Terms and Conditions.



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### 6. Is it appropriate to have travel insurance?

Although we endeavour to do our utmost to ensure your package tour or the travel service you have ordered runs without hitches, unforeseeable situations may occur, and these may result in extremely high and unanticipated costs. As such, in this regard we recommend that before making use of our travel services you should secure high quality travel insurance. For sake of completeness, we should state that unless the package tour contract or individual travel service provision order confirmation states otherwise, such insurance is not included in the price of the package tour or other services. On your request, we are able to arrange such insurance for you when concluding our contract.

### 7. Can changes occur in the package tour or travel service?

Unfortunately, we cannot rule out the fact that after the contract is concluded, circumstances may occur which may result in a change in the terms of the package tour or provision or travel services. If such circumstances occur, we will inform you immediately.

If, however, such external circumstances should result in a fundamental change to the core elements of the package tour, or if we should be unable to meet your special requirements which we have accepted, we would also offer to make a change to the package tour contract with you. In this case, you have the right within a deadline of five (5) days to decide whether to agree to the change in contract or whether to withdraw from the contract without having to pay a termination fee. If we do not receive your withdrawal from the contract within this deadline, this means that you agree to the proposed changes.

If you withdraw from the package tour contract for the above detailed reason, or if the package tour is cancelled for a reason other than a breach of your obligations, we shall offer you an alternative package tour which will correspond to the maximum possible extent to that which was originally arranged. If this alternative package tour is acceptable although it is of a higher price than the original package tour, we would not charge you for the difference in price. If this alternative package tour is of a lower price than the original package tour, we would refund the difference in price to you. If you are not interested in taking advantage of the alternative package tour option, we would refund the sum you have paid for the original package tour to you.

If during the course of your package tour we are unable to provide certain services which you have ordered, or if the package tour programme has to be changed or its terms amended, we shall take all possible measures to ensure your package tour is as little affected by this change as possible. We will do our utmost to ensure a replacement programme and services to an extent and quality the same as or similar to the programme and services agreed to in the contract. If, however, the travel services are provided to a lower quality, we shall refund the difference in price to you.

### 8. Under what conditions can I withdraw from the contract?

After concluding the package tour contract, you have the right to withdraw from the contract at any time. This withdrawal is effective from the moment we receive your notice of withdrawal.

If, however, you withdraw for a reason other than because unavoidable and extraordinary circumstances have occurred at the destination or its immediate vicinity which significantly affect the provision of the package tour or the transport of persons to the destination, you will be obliged to pay the costs actually incurred for your package tour or the travel services ordered by you, or a minimum of the sum corresponding to the termination fee at the following levels (unless otherwise stated in the contract):

- a. a termination fee of thirty percent (30 %) of the total price for services if the contract is withdrawn from thirty (30) or more days prior to the start of the package tour or start of travel services;



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- b. a termination fee of fifty percent (50 %) of the total price for services if the contract is withdrawn from between the twenty-ninth (29th) day and the eighth (8th) day prior to the start of the package tour or start of travel services;
- c. a termination fee of one hundred percent (100 %) of the total price for services if the contract is withdrawn from seven (7) days or less prior to the start of the package tour or start of travel services.

You are required to pay the above detailed termination fees if we withdraw from the contract because you have not observed or are not observing your obligations as stated in the contract.

You are not required to pay the termination fee if the withdrawal is for reasons given in Point 6 of these General Terms and Conditions, or if any fundamental shortcomings in the package tour or travel services you ordered are not eliminated.

If you do not arrive for the package tour, or you do not make use of the services we provide for reasons on your side without previously withdrawing, e.g. because you do not have the necessary documents, this has no impact on your obligation to pay 100 % of the price of the package tour (services provided).

### 9. How should I proceed in the event of a claim?

Although our objective is to satisfy your needs and expectations to the maximum possible extent, it unfortunately cannot be ruled out that your package tour or ordered travel services may not fully meet your expectations. You are required to inform us of any shortcomings without undue delay as soon as you discover such shortcomings using the contact details given in the contract or package tour confirmation or confirmation of services ordered. If a representative of our travel agency is not involved in the provision of travel services, claims must be made directly to the supplier of the defective service, and you should then immediately inform us.

In order to resolve your complaint and eliminate claimed shortcomings as soon as possible, we require necessary co-operation from you. In this regard, we will need relevant information on the shortcoming you have ascertained, documents or other evidence proving the claimed shortcoming including providing access to areas and also a specification of your claim.

In making a claim against a shortcoming, you are entitled to determine a reasonable deadline by which the shortcoming should be eliminated, unless an immediate rectification is required. If the shortcoming you are making a claim about is not resolved within this deadline, you have the right to eliminate the shortcoming yourself and request compensation for necessary costs. We shall also provide you with a discount from the price corresponding to the extent and length of time of the shortcoming.

If the shortcoming is significant, we shall offer you a suitable alternative solution without undue delay, if possible of the same or higher quality to the one agreed in the contract so that your package tour or enjoyment of our travel services can continue. If the proposed alternative solution is of a lower quality than that stated in the contract, we shall provide you with a proportionate discount corresponding to the difference in price. If we are unable to eliminate this significant shortcoming even within an adequate deadline, or if you reject the lower quality alternative solution we propose because it is not comparable to what was arranged in the contract, or because the proposed discount is not adequate, then you have the right to withdraw from the contract without paying a termination fee. For package tours, in such cases we shall secure you equivalent transport to the place of departure or to another place which we agree upon without undue delay and at no extra cost. At the same time, we shall provide you with a discount from the price proportionate to the extent and length of the shortcoming.

If it proves impossible to secure your return in accordance with the contract due to unavoidable and exceptional circumstances, we shall pay essential costs for your accommodation, if possible at an equivalent category for a maximum of three (3) nights, unless EU regulations prescribe a longer period.



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If conditions for grounds of justification (force majeure) or circumstances which are on your side occur which result in you not partaking in the services ordered and paid for by you and secured by us, then you are not entitled to any refund of the sum you have paid, nor to a discount from the price.

We are not required to pay any compensation arising from the breaching of our travel agency's obligations above the sum covering limitations in accordance with international agreements to which the Czech Republic is bound.

If concluding a contract on the provision of travel services, these services are not protected by our company's insurance against the bankruptcy of our travel agency.

### 10. Can I reassign my package tour contract to a third person?

Laws in force allow you to reassign your package tour contract to a third person if that third person meets the conditions for inclusion in the package tour. Any change in customer is effective if you inform us in time in written form and at the same time provide us with the third person's agreement that he or she consents to the concluded contract and that he or she meets the conditions for inclusion in the package tour. This reassignment must be delivered to us at least seven (7) days prior to the beginning of the package tour. In cases of changes made this way, we are entitled to require the payment of actual costs related to reassignment of the contract to a third person.

### 11. How do you process my personal data?

We shall process your personal data for the purposes of performing the contract, observing our travel agency's legal obligations and protecting the rights and legitimate interests of our travel agency. In regard to how we shall handle your personal data, we refer you to the Information on Personal Data Processing which you have received alongside these General Terms and Conditions.

### 12. Disputes

It is our primary objective and intention that you should be fully satisfied with our services and that the package tour we have arranged is a special experience for you. To this end, we shall endeavour to resolve any disputes by agreement with you. If it proves impossible to find agreement, any dispute may be referred for a decision to the relevant court of the Czech Republic.

If you have concluded the package tour contract as a consumer, you also have the right to apply for an out-of-court settlement of such as dispute to the competent body for out-of-court settlements of consumer disputes, which is the Czech Trade Inspection Authority, Central Inspectorate – ADR Division, at the address Štěpánská 15, 120 00 Prague 2 (e-mail: [adr@coi.cz](mailto:adr@coi.cz), [www.adr.coi.cz](http://www.adr.coi.cz)).

These General Terms and Conditions shall come into force and effect on 1. 5. 2019.