

TERMS AND CONDITIONS

Article I

Introductory Provisions

1. Terms and conditions of Travel Agency ABC - Jindřiška Slováčková seated at: U Rybníka 559/11, 795 01 Rýmařov, ID 414 209 34 (hereinafter TA ABC) regulate the mutual contractual relations between TA ABC and a customer, who can be both natural and legal persons (hereinafter the Customer) in accordance with the relevant provisions of generally binding legal regulations of the Czech Republic, as the Civil Code (no. 89/2012 Coll.) Commercial Code (no. 159/1999 Coll.) and others.
2. Terms and conditions of TA ABC are valid for all services of tourism provided by TA ABC and constitute an integral part of the contract between the customer and TA ABC.
3. TA ABC provides its services without limitations, only persons under 18 years of age may use the services only with the consent of their legal guardian. Persons under 15 years of age can benefit from TA ABC services only accompanied by a person 18 years old or older.

Article II

Establishment of a Contractual Relationship

1. The contractual relationship between TA ABC and a customer arises from a written contract of stay or lease of the vehicle (the Contract) signed by a customer (or his authorized representative).
2. The customer is liable for the contractual obligations of other passengers as for one's own.
3. Confirmation of the contract by TA ABC concludes a commitment to provide a customer with services within the agreed scope and quality in accordance with the agreed terms.

Article III

Price and payment conditions

1. TA ABC has the right to payment for services prior to their provision and the customer is obliged to pay for services before their drawing.
2. Prices of services are the prices agreed between TA ABC and the customer.
3. Travel insurance is not included in the price of services. Travel insurance can be arranged for an additional fee based on the policy and conditions of an insurance company.
4. The advance payments and payment schedule
1st advance payment of 30% of the total price for the service and eventually contracted **travel insurance in full** is due at the contractual relationship commencement.
2nd advance payment of 20% of the total cost of the service is due in two months after the first advance payment is due, but not later than 30 April
Remaining payment customer is obliged to pay the rest of the total sum within 30 days prior the provision of service start. In case of a contractual relationship concluded less than 30 days before the service provision, the customer shall pay 100% of the total price. Price includes services listed and specified in the price list at www.abc-ck.cz
5. Method of payment
 - bank transfer
 - cash at the seat of TA ABC
6. Changes in prices of services
TA ABC is entitled to unilaterally increase the price by a maximum of 10% of the total price of services only if there is an increase in the exchange rate of the Czech crown, used to determine the prices of services on average of more than 10%.
Unilateral increase in prices of services can be done by TA ABC not later than the twenty-first day before the start of services provision start day, while in the same period the Customer must receive a written notice on this change. The customer is obliged to pay TA ABC the increase in prices of services under this article no later than the deadline laid in the written notice on the increased cost of services. If the increase in the price of services exceeds 10% of the total price of services, the customer has the right to withdraw from the contract.

Article IV

Withdrawal from the Contract by customer

The customer is entitled resign from the contract at any time before drawing the services. The contractual relationship is cancelled on the day when the written withdrawal (cancellation) is delivered to TA ABC. In the event of a withdrawal, TA ABC is entitled to a contractual penalty; the calculation will be made in accordance with the

conditions specified below. The entitlement to a contractual penalty is void, if the customer withdraws from the contract based on the TA ABC breach of duties under this contract or law.

The contractual penalty (cancellation fee) is in the case of withdrawal from the Contract by customer:

- a) no later than 60 days (including this day) before commencement of services: 10% of the total price
- b) in less than 60 days, but no later than 45 days (including this day) before commencement of services: 30% of the total price
- c) in less than 45 days and not later than 20 days (including this day) before commencement of services: 50% of the total price
- d) in less than 20 days and not later than 10 days (including this day) before commencement of services: 75% of the total price
- e) in less than 10 days prior to commencement of services: 100% of the total price

Article V

Withdrawal from the Contract

TA ABC may terminate this contract:

- a) in the event of termination of services
 - b) based on breach of a customer's duty established by this contract
- TA ABC is obliged to inform the customer on the service termination within 25 days prior to commencement of services.

Article VI

Other Rights and Obligations of the Customer

Customer shall:

- Ensure that persons under 15 years of age or those whose medical condition requires it, are accompanied and supervised by an adult. Provide parental consent for participation of persons under 18 years of age without adult accompaniment.
- Pay the cost of services in full.
- Arrive in time and place of services utilization, as communicated by TA ABC
- Follow the instructions of the delegate and comply with the legislation of the country, places and buildings, respectively. In the event of any breach of agreed obligations, TA ABC is entitled to terminate the contractual relationship with the customer, and this customer shall be no longer entitled to any services or compensation for the unused services.
- Pay for damage caused to TA ABC or other service providers while drawing the agreed services.

Article VII

Other Rights and Obligations of TA ABC

TA ABC is required to:

- At latest 10 days before commencement of services provide customers with more detailed information in writing about any facts that are important for the client and which are known to TA ABC
- TA ABC is entitled:
- Change or cancel the agreed services:
- 1) before commencement of services
 - a) when there occur circumstances preventing TA ABC to provide services according to the agreed terms, TA ABC is obliged to make a corresponding change or cancel the services. TA ABC shall be obliged to inform the customer without undue delay on these changes
 - b) the customer has the right to withdraw from the contract and refund the price or advance payment paid without any penalties:
 - in case of services cancellation
 - in case of changing the date of the beginning of the use of the services of more than 3 days
 - in case of major changes in accommodation standards (an accommodation replacement of the same or higher category is not considered as a serious chase of accommodation)
 - c) unless the customer terminates the contract in writing within 5 days of being notified of the updates, the changes are considered to be agreed.

Article VIII

Complaint

In the event that a customer finds during service usage any minor defects that may be removed on site, this customer has the obligation to notify immediately the TA ABC delegate so that these defects could be eliminated. After the termination of the services, customer is entitled to make a claim in writing or orally within one month from the end of service as per the travel contract, otherwise the right expires.

TA ABC is not responsible for the price and quality of any auxiliary services that a customer buys directly at the place of residence.

If circumstances whose origin, course and consequences are not related to the activities of TA ABC occur (force majeure), or there are obstacles arising from the customer's part in drawing of the agreed services, TA ABC is not entitled to reimbursement or discount of the price of these services.

**THESE TERMS AND CONDITIONS APPLY TO ALL SERVICES ORGANIZED
BY A TRAVEL AGENCY ABC - JINDRISKA SLOVÁČKOVÁ AS OF 15
OCTOBER 2014**