

## **General terms and conditions of tour participation**

### **I. Introductory terms and definitions**

General terms and conditions apply on commercial relationship of provider and customer, as defined by the contract of the provision of services.

Provider: CK MOUNTAIN KINGDOM s.r.o., Komenského 586/14, 058 01 Poprad, IČO: 50 658 883, DIČ: 2120420775 (exempt from VAT), registered at district court Prešov, interlude: 33945/P; status: Sro, IBAN: SK2911000000002940033995, phone.: +421 903646099, [www.mountainkingdom.sk](http://www.mountainkingdom.sk) e-mail: [marcel@mountainkingdom.sk](mailto:marcel@mountainkingdom.sk)

Customer: physical or legal persons who agreed to general terms and conditions of the provider, willing to participate in the tour, proven by signing the contract of the provision of services.

General terms and conditions (TaC): specify the rights and duties of the provider and customer, are an inextricable part of the contract of the provision of services.

Contract of the provision of services: specifies the contractual relationship of provider and customer, as defined by N40/1964 of the civil code of Slovak republic, adapted to TaC.

Persons younger than 15 years of age may take part in the tour only if accompanied by a person over 18 years of age, with a written document of approval signed by a legal guardian.

Persons between 15 and 18 years of age may take part in the tour only if accompanied by a legal guardian.

### **II. Contractual relationship and payment**

1. The contractual relationship of provider and customer (or their legal or mandated guardian) arises by submission of a complete, signed contract of the provision of services, comprising reading and agreeing to the TaC, an inextricable part of the TaC.

2. Customer is obligated to pay a deposit equal to 30% of the full price of the tour. The remaining sum is to be paid before a prescribed date, no later than 30 days before the date of the tour or other aspect of the services.

3. Full sum is to be paid immediately, should reservation take place less than 30 days prior to the date of the tour. The date of payment is specified as the date of the payment in cash, or the date of sum being available in the provider's bank account.

4. Provider has a right to retract the contract and all duties associated with it in case of late or no payment for the ordered services, with no prior warning, which terminates the contract. The customer is required to pay for the losses caused by the contract termination. This does not exercise provider's right to reimbursement of losses and lost profit.

5. Customer's right to participation on the tour arises by paying the full price of the tour. Full information on the tour needed for participation will not be given to the customer unless the full price is paid. Should provider not receive the payment on the date as stated by the contract, they are allowed to sell the tour to another customer, charging the customer with a contract retraction fee as specified by VIII. of the TaC.

### **III. Conditions of tour realization, and participation**

1. A tour will not take place unless a minimum number of participants (customers) is met, which is 7, unless stated otherwise. Provider is obliged to inform the customer about termination of the tour as a result of low demand not less than 7 days before the date of the tour or other aspect of the services.
2. Customer may inform the provider of another person participating on the tour in their place, provided they fulfill the same requirements as stated by the provider. The fee for this change is specified in VI.2. of the TaC.

### **IV. Price increase**

1. provider has a right to increase the price of the tour without prior consultation with the customer, provided that:
  - a) price of the transport, including that of the fuel increases
  - b) price of transport-associated duties (incl. ferry tickets, tolls, flight tickets, airport and port fees) increases
  - c) relative currency strength of the currency of Slovak republic and that used in price estimate of the tour changes more than 5%
2. Written announcement of price increase must be delivered to the customer at date no later than 21 days before the tour, else the provider voids the right to demand payment of the price difference. This increase is to be paid by the customer no later than 7 days before the tour using aforementioned payment methods.

### **V. Duties of the provider in the formation of the contract**

1. Provider supplies the customer with complete contract, which is to be given in one copy with equal validity to each party upon signing the contract. Customer's signage confirms that they have acquainted themselves with the processes of implementation of their rights, should provider breach the contract.
2. Provider is obliged to inform the customer of all important facts known by the provider no later than 7 days before the start of the tour. Specified facts include those concerning payment for services excluded from the tour price calculation, those concerning accommodation, transport, food, equipment etc.

### **VI. Change of conditions**

1. Provider has a right to alter the programme (altering the sequence of places of interest visited, change of route). These alterations to the programme are made by the provider only when not doing so poses a threat to safe and efficient course of the tour. The span and quantity of the provided services must stay the same, as does the price.
2. The customer may submit a written announcement of personal change before the start of the tour, which makes the person in question a customer, effective immediately. The announcement must contain a statement of agreement to the contract of the new customer. Both the original and the new customer are responsible for payment of handling fee of 15 EUR, added to the price of the tour, which applies to bus tours. The equivalent payment for flight tours is 20% of the price of the tour, plus the fees associated with the flight ticket rescheduling.

## **VII. Termination of the contract**

1. Provider may terminate the contract only because of cancellation of the tour, or because of a breach of contract conditions by the customer.
2. Customer is obliged to pay the termination fee as specified in VIII, if the provider terminates the contract because of a breach of contract conditions by the customer. Provider is obliged to refund the customer with a sum equal to that paid by the customer as a tour fee.
3. Customer has a right to demand a new tour validated by a new contract if the provider terminates the contract because of cancellation of the tour. The replacement tour must be of equal or higher quality than the original tour. This applies only if the provider is capable of providing such replacement tour.
4. Customer may terminate the contract at any time, provided they comply with the TaC.
5. If customer terminates the contract from their own will, they are obliged to pay the termination fee as specified by VIII. Provider is obliged to refund the customer with a sum equal to that paid by the customer as a tour fee.
6. If provider terminates the contract because of breaching their duties as specified by the contract, they are obliged to immediately refund the customer with a sum equal to that paid by the customer as a tour fee, without the customer being obliged to pay the termination fee. This does exercise customer's right to refund.

## **VIII. Termination fee**

1. The sum to be paid as a termination fee in an event of customer's obligation to pay a termination fee is calculated according to the time remaining till the start of the tour or providing the first service. The fee to be paid as termination fee is:

50 days and more (bus tours) – 10% of the total price for the tour

50 days and more (flight tours) – 30% of the total price of the tour

49-30 days – 30% of the total price of the tour

29-15 days – 50% of the total price of the tour

14-8 days – 80% of the total price of the tour

7 days and less – 100% of the total price of the tour

The price of the tour does not include the price of visa, flight tickets, and associated fees.

2. Termination fee for associated actions, including visa, flight tickets, and associated fees, ferry fees, admission fees, and other fees paid in advance is always 100% of their price, should they be already paid by the provider.

3. If the customer does not attend the tour without formally terminating the contract beforehand, or if they do not attend the tour as a result of providing incomplete or false information, or are late to the tour, or do not attend the tour as a result of not complying with legal customs, passport, or exchange customs, they are not entitled to a refund (the termination fee is thus 100% of the full price).

## **IX. Provider's responsibility for warranty claims**

1. The customer must immediately exercise their right to a refund if the provider terminates the contract because of breaching their duties as specified by the contract. This is applicable until no later than the end date of the tour, even if it did not take place, else this right is voided.

## **X. Breaching the contract during the tour**

1. The provider is obliged to ensure the continuation of the tour if the provider is unable to provide the specified services, or finds out that they will not be able to provide the said services, or a considerable part thereof, on time and in specified manner, even in case of having signed the contract.

2. If the continuation of the tour is possible only via providing services of lower quality than that specified by the contract, the provider is obliged to refund the customer with the price difference.

3. The information regarding date and time of the start of the tour will be made available to the customer no later than 7 days before the start of the tour, provided all due fees had been paid.

## **XI. Additional conditions**

1. Provider proclaims that the travel agency has met its due obligations regarding insurance of the travel agencies for an event of bankruptcy as specified by č. 281/20001 Z. z.

2. Each participant of the tour is responsible for their health and life. Fees associated with injuries, rescue and such are not to be enforced from the travel agency or associated tour guides. The specified events are for the associated insurance company to be dealt with.

3. Travel agency is not liable for the potential loss of property during the tour.

4. Travel agency secures the transport using own or sublet vehicles, the category and quality of which is specified in the offer documents of the travel agency. The place of start of the tour is also specified there. Customer may start the tour elsewhere, provided they make it known to the provider. The transfer from different starting points is to be secured by the travel agency on customer's demand.

5. Price for the accommodation is included, unless stated otherwise. Tents are secured by the travel agency when required.

6. The tours are led by experienced mountain leaders with high-altitude training and mountaineering training, and with good knowledge of the destination. The tour guides are mountain leaders, not mountain guides (horský vodca). The travel agency does not offer mountain guide services, the mountain leaders bear no responsibility for the client.

7. If the client violates the tour itinerary by departing from the group and the guide, the provider is not obliged to provide services to them.

## **XII. Concluding terms and conditions**

1. Customer acknowledges their knowledge of the contract details by signing the contract, including the extent of provided services, termination fees that they are obliged to pay to the provider as specified by these TaC. Customer confirms that the TaC are an inextricable part of the contract, which they agree to, which applies for all participants bound by the contract with the customer's signature.

2. Customer is responsible for the correctness of the information provided to the provider. Customer is also responsible for the validity of their travel documents needed to travel to specified countries, including visa, vaccination certificates etc.
3. Customer is obliged to inform the provider about serious health issues that pose a hazard to health or life of the customer that arise during the tour.
4. Customer is obliged to respect the legal customs of the visited countries, including the allowed quantity of food and alcohol transported. Provider is not responsible for upholding these customs by the customer.
5. Customer acknowledges that they are aware of their health, participating in the tour at his own risk, by signing the contract. Each participant of the tour participates at their own risk. Injuries and other events that are subject to insurance are enforceable from an associated insurance company, not from the provider. Provider bears no responsibility for loss of property during the tour. Most tours require the participants bringing their own food.
6. Customer acknowledges that he is aware of his duties and rights regarding the personal information processing, as specified by § 18/2018 Z. z. Customer gives the provider right to process personal information of their own, and of other persons specified by the contract by signing the contract, so that the provider can provide the services as specified by the contract. This right also applies to an end of meeting conditions as stated by the law in specified timeframe, for upholding rights and duties specified by the contract between the customer and the provider, including disclosing the personal information to the commercial partners of the provider, and international disclosure of the personal information, as specified by the contract, only to an end of upholding the services specified by the contract, and liquidation of the personal information. The aforementioned acknowledgement applies to all participants of the tour as specified by law or their written acknowledgement.

Poprad, 1.1.2020