

GENERAL CONTRACTUAL TERMS AND CONDITIONS

Article I INITIAL PROVISIONS

1. The General Contractual Terms and Conditions of Cestovní kancelář (Travel Agency) Ing. Ladislav Jary – VICTORIA with its seat Čihlářská 26, 602 00 Brno, Registration Number 163 12 520 (later on „CK VICTORIA“) regulate the reciprocal contractual relationship between CK VICTORIA and the client. The client may be an individual or a legal entity (later on the “client”) in accordance with the relevant provisions of generally binding legal provisions of the Czech Republic such as Civil Code (n. 89/2012 Sb.), Commercial Code (n. 159/1999 Sb.) and the regulation of the European Parliament and the EU Council n. 2016/679.

2. The General Contractual Terms and Conditions of Cestovní kancelář Ing. Ladislav Jary – VICTORIA are valid for all the stays and other services of tourism provided by the travel agency and it is an inseparable part of the contract concluded between the client and CK VICTORIA. CK VICTORIA reserves the right to state different terms and conditions in their sales materials (catalogue, offer sheets, web pages etc.), which prevail these contractual terms and conditions.

3. CK VICTORIA provides its services without limitation; only persons under 18 years may use the services with consent of their statutory representative. Persons under 15 years may use the services of CK VICTORIA only when accompanied by a person over 18 years.

Article II CONTRACTUAL RELATIONSHIP

1. The parties to the contract are the travel agency on one part and the client on the other part. The contractual relationship between the travel agency and the client commences by the conclusion of an Order of Services. The travel agency issues the Order of Services based on the carried out reservation and payment of the reservation payment. The travel agency sends the Order of Services to the client electronically.

2. The reservation may be issued in the following way:
– On-line from the web pages of the travel agency.
– Electronically by sending a mail order to the travel agency.
– Via an operator of the travel agency.

A reservation number is generated for the client based on the reservation and the client receives an electronic confirmation on the carried out reservation.

3. The client is obliged to pay the reservation payment at the amount of EUR 150 within 7 calendar days from the date of the reservation. A contractual relationship between the travel agency and the client commences to exist by paying the amount. The travel agency sends the Order of Services to the client electronically on the basis of the created contractual relationship. The reservation ceases to exist by not paying the reservation payment in the stated period.

4. The client is obliged to pay the full amount of the price of the ordered services arising from the Order of Services at the latest within 63 days before the drawing of the services. The travel agency sends an accommodation voucher, which is presented at the place of the stay, to the client electronically after the receipt of 100 % payment for the ordered services.

The client is entitled to draw the ordered services on the basis of the accommodation voucher. The travel agency is obliged to withdraw from the contract if the client does not pay 100 % of the price.

5. By accepting the Order of Services and payment of the amount, the client confirms that he is aware of the full content of the contract and that he acknowledges all the contractual terms and conditions and agrees with them.

6. By issuing the voucher the travel agency undertakes to secure the services in the agreed extent and quality in accordance with the agreed terms and conditions.

7. The contractual relationship, which commenced to exist on the basis of concluded Order of Services between the client and the travel agency, is valid for all the other participants in the Order of Services. The orderer guarantees the contractual obligations of his fellow travellers as for his own ones.

Article III PRICE AND PAYMENT TERMS AND CONDITIONS

1. CK VICTORIA is entitled to the payment of the stay or individual services before their provision and the client is obliged to pay the price of the stay or the price of individual services before their drawing.

2. The prices of the stay and individual services are the prices agreed by the agreement between CK VICTORIA and the client.

3. The price for agreed services is stated on the Order of Services.

4. The amount of advances and the time schedule of payments is agreed in the following way:
The advance at the amount of EUR 150 is due within 7 days after carrying out of the reservation.

The client is obliged to pay the additional payment up to 100% of the amount for services stated in the Order of Services without the call of CK VICTORIA at the latest 63 days before the performance of the agreed services. CK VICTORIA is entitled to withdraw from the contract and to cancel the participation of the client in the ordered services if the client does not do so. The payment, which was provably paid to CK VICTORIA by

the client, is after the deduction of the compensation – see Article IV and Article VI of these Terms and Conditions – immediately returned to the client.

5. If the reservation is carried out within the period shorter than 63 days before the performance of the ordered services, the reservation payment is 100% of the price of the ordered services.

6. Way of Payment

– on-line by a debit card, via the e-shop on the web pages of the travel agency.

– by bank transfer to the account of the travel agency under the number of the carried out reservation (variable symbol).

7. CK VICTORIA is entitled to adjust the price of the services before the commencement of drawing of the services, which are the subject-matter of the contractual relationship pursuant Article II of these Terms and Conditions and to state new price lists if the travel agency is forced to do so based on objective reasons, in particular in case of the increase of the prices of the services by their supplier. The prices adjusted in this way are valid from the day of its announcement and they refer to all the tourism services whose realisation has not been commenced yet. CK VICTORIA as well as the client proceeds in such a case pursuant Article VI Section 2 of these Terms and Conditions.

Article IV RIGHTS AND OBLIGATIONS OF THE CLIENT

1. Especially the following belongs to the rights of the client:

a) the right to due provision of the contractually agreed and paid services;

b) the right to demand information on all the facts which refer to the contractually agreed and paid services from the CK VICTORIA;

c) the right to be acquainted with the possible changes in the contractually agreed services;

d) the right to withdraw from the contract anytime before the drawing of the services pursuant Article VII of these Terms and Conditions;

e) the right for the complaint because of defects and their elimination in accordance with the provisions of Article IX.

f) the right for personal data protection and protection of the information on destinations which is a content of this contract from unauthorized persons;

g) the right to demand the change of the Order of Services. The changes of contractual terms and conditions based on the wish of the client is subject to the provisions of Article VI Section 4 of these Terms and Conditions.

2. The following belongs to the basic obligations of the client:

a) to provide CK VICTORIA with cooperation which is necessary to secure and provide the services especially to state true and complete required data on the Order of Services including any changes;

b) to secure the company for persons under 15 years and a supervision of an adult participant as well as to secure the company and supervision of persons whose health state requires it;

c) to present consent of the statutory representative in case that the client over 15 years and under 18 years draws the services without being accompanied;

d) to pay the agreed price of the stay and services in accordance with Article III of these Terms and Conditions;

e) to follow the valid provisions of the organisations and entities, whose services he uses, or of the visited country;

f) to follow the instructions of the delegate at the place of the stay, not to disturb the stay, not to behave in such a way that damage to health or to property to the detriment of other clients, suppliers of services or CK (travel agency) occurs. CK VICTORIA reserves the right to exclude persons under the influence who annoy the other accommodated persons or who cause damage to the property of the other clients, suppliers of services or CK.

g) in case of withdrawal from the contract, the client is obliged to announce the withdrawal by sending a written notice.

h) to follow the instructions of the tour manager or delegate at the place of stay, not to disturb the course of the tour, not to bother other participants and to act in such a way as to avoid damage to the health or property of other customers, service suppliers or travel agencies. Victoria travel agency has the right to withdraw from the contract immediately prior to the start of the trip or after the start of the trip, if the passenger seriously disrupts the course of the trip or stay by their inappropriate and gross behaviour, or if there is a risk that this could happen, and the travel agency has the right to exclude the customer from the trip. In such a case, the customer shall not be entitled to a refund of unused services. The cost of a return trip is borne by the customer him/herself. Transport of persons in a drunk state or under the influence of narcotic drugs is prohibited.

Article V RIGHTS AND OBLIGATIONS OF CK VICTORIA

1. The rights and obligations of CK VICTORIA relate to the relevant rights and obligations of the client.

2. CK is obliged to inform the client truly and duly about all the facts regarding the agreed services, which are important for the client and which are known to CK VICTORIA.

3. CK VICTORIA is not obliged to provide the client with the performance above the frame of the in advance confirmed and

paid services.

4. CK VICTORIA is obliged to issue a voucher to the client, which is sent by e-mail, after the payment. The client presents the voucher when exercising his claims for the drawing of the ordered services.

Article VI CANCELLATION AND CHANGES OF AGREED SERVICES

1. The cancellation of the stay based on the failure to reach the minimal number of clients:

a) CK VICTORIA is entitled to cancel the stay if the minimal number of taken accommodation units is not reached 21 days before the commencement of the stay. The minimal accommodation units within one place and terms is determined at the limit of 5. In case CK VICTORIA cancels a stay because of not reaching the minimal number of accommodated clients, CK VICTORIA is obliged to inform the client on this fact by e-mail at the latest within the period of 7 days before the commencement of the stay.

b) If CK VICTORIA cancels a stay pursuant line a, of this Section of the Terms and Conditions, the client is on the basis of the Order of Services entitled to demand the provision of another stay of the quality corresponding with the original Order of Services if CK VICTORIA may offer such a stay. If a new Order of Services is not concluded, CK VICTORIA is obliged to return all that CK VICTORIA received from the client for the payment of the price immediately to the client and the client is not obliged to pay the compensation to CK. If a new Order of Services is concluded, payments carried out on the basis of the previous Order of Services are considered to be payments carried out on the basis of the new Order of Services.

c) CK VICTORIA is entitled to cancel a stay or tourism services, which are a subject-matter of the contractual relationship, pursuant Article II of these Terms and Conditions as a result of an unavoidable event which CK VICTORIA could not prevent despite making all the possible effort, which could have been reasonably required.

2. The changes of agreed services before the commencement of the stay on the part of CK VICTORIA

If circumstances preventing CK from provision of the services pursuant the contractually agreed terms and conditions occur and CK VICTORIA is forced to change the terms and conditions of the contract based on objective reasons before the commencement of drawing the services, CK VICTORIA is obliged to announce such changes to the client by email and to suggest a change of the contract. The client is entitled to decide whether he agrees with the change or whether he withdraws from the contract.

a) if the client does not withdraw from the contract within the period of 5 days after the delivery of the change suggestion, he is deemed to agree with the change. If the change of the contract results in the increase of the price, the client is obliged to pay a difference in the price of services to CK VICTORIA within 5 days from the delivery of the change suggestion. In case of a breach of this obligation CK VICTORIA is entitled to withdraw from the contract, this does not influence the right for damages of CK VICTORIA. If the change of the contract results in the decrease of the price of the services, CK VICTORIA is obliged to return the difference of the price of services in case that the client has already paid the complete price or to decrease the additional payment of the complete price, if the client has not paid the complete price yet.

b) If the client does not agree with the change of the contract and he withdraws from the contract within the period of 5 days after the delivery of the change suggestion, he is entitled to demand CK VICTORIA to provide other tourism services at least at the quality corresponding with the previous contract on the basis of a new contract, if CK VICTORIA may offer such services. If a new contract is not concluded, CK VICTORIA is obliged to return all that CK VICTORIA received from the client for the payment of the services based on the cancelled contract without unnecessary delay to the client and the client is not obliged to pay the compensation to CK VICTORIA. If a new contract is concluded, payments carried out on the basis of the previous contract are considered to be payments carried out on the basis of the new contract.

3. The changes of the agreed services during the stay:
a) If CK VICTORIA does not provide the client with the services during the stay duly and timely or CK VICTORIA establishes that it cannot provide all the services or their substantial part duly and timely despite undertaking to do so in the concluded contract, CK VICTORIA is obliged to take such measures without unnecessary delay and gratuitously so that the stay may continue, in particular CK VICTORIA is obliged to secure the services in the extent and quality corresponding with or close to the originally agreed terms and conditions.

b) If the continuation of the stay or drawing of services is not possible to secure otherwise than by services of lower quality than those stated in the contract, CK VICTORIA is obliged to return the difference in the price to the client.

c) If the continuation of the stay or drawing of the services is not possible to secure even by the services of lower quality as stated in the contract or the client does not accept the substitutive solution, CK VICTORIA is obliged to return the difference in the price to the client without unnecessary delay.

4. The changes of the contractual terms and conditions on the basis of the wish of the client:

a) The client is entitled to announce at the latest 3 days before the commencement of the stay that other person is going to participate in the stay instead of him. The announcement on the change of the participant must always be carried out in the written form by email. The declaration of the new participant concerning the fact that he agrees with the concluded Order of Services and that he fulfills the terms and conditions of the participation in the stay must be a part of the announcement. The original and the new client are jointly and severally liable for the payment of the stay and the costs, if they arise to the CK VICTORIA in connection with the change. CK VICTORIA is entitled to charge a manipulation fee at the amount of EUR 4 or EUR 11 for a change made in the Order of Services pursuant Section 4 line a, of this Article of the Terms and Conditions, if the announcement of the change is accepted by CK in the period shorter than 8 days before the commencement of the performance.

b) CK VICTORIA carries out changes of terms and conditions agreed in the Order of Services based on a wish of the client, if it is necessary. Carrying out of such changes is subject to the payment of the manipulation fee at the amount and under the terms and conditions stated below. The fees are always charged for each person:
ba) the change and amendment of personal data of the client before the commencement of the drawing of services: 8 and more days – EUR 2, 7 and less days – EUR 4

bb) the change of the term of the stay, place of the stay or the type of accommodation: 63 days and more days – EUR 25.

In case of a change in the period shorter than 63 days until the commencement of drawing the services the change is considered to be a withdrawal from the contract on the part of the client and the client is obliged to pay the compensation pursuant Article VIII of these Terms and Conditions to CK VICTORIA.

bc) other changes in the Order of Services 8 and more days – EUR 4, 7 and less days – EUR 11.

Article VII WITHDRAWAL FROM CONTRACT

1. CK VICTORIA is entitled to withdraw from the contract before the commencement of the drawing of services which are the subject-matter of the contractual relationship from the following reasons:

a) breach of obligations by the client

b) because of the cancellation of the stay
The CK VICTORIA sends the written notice on the withdrawal from the contract stating the reason to the client by email.

2. The client is entitled to withdraw from the contract anytime before drawing the services:

a) without stating the reason

b) If a new contract is not concluded pursuant the provision Article VI Section 1 line b, or pursuant Article VI Section 2 line b, of these Terms and Conditions. It is possible to execute the notice on withdrawal from the contract and in case of the withdrawal pursuant line b, of this Article stating the reason only in a written form by email. The effect of the withdrawal from the contract comes on the day of the delivery of the written notice.

3. The client is obliged to pay compensation at the amount stated in Article VIII of these Terms and Conditions if the reason for withdrawal from the contract by the client is not a breach of obligations of CK VICTORIA stated in the contract or if CK VICTORIA withdraws from the contract before drawing the services based on the breach of obligations by the client. CK VICTORIA is obliged to return all which CK VICTORIA received from the client as a payment of the price of the services after the deduction of the compensation (cancellation fee) to the client pursuant cancellation of the contract.

4. CK VICTORIA is obliged to return all which CK VICTORIA received from the client as a payment of the price of the services pursuant the cancellation of the contract without unnecessary delay if the reason for the withdrawal from the contract by the client is the breach of obligations by CK VICTORIA stated in the contract or if a new contract is not concluded pursuant Section 2 line b, of these Terms and Conditions and the client is not obliged to pay the compensation to CK VICTORIA.

Article VIII COMPENSATION

1. If CK VICTORIA withdraws from the contract concluded with the client pursuant Article II Section 2 of these Terms and Conditions before the commencement of drawing the services because of the breach of liabilities by the client, CK VICTORIA is entitled to demand compensation and the client is obliged to pay the compensation.

2. If the client withdraws from the contract with the subject-matter of the contractual relationship pursuant Article II Section 2 of these Terms and Conditions, the client is obliged to pay the compensation.
3. The compensation is charged from the complete price of all ordered services. The amount of the compensation depends on the day of the delivery of the written notice on the withdrawal to CK VICTORIA and is:
0 % when withdrawing within the period more than 14 days before the commencement of the drawing of the tourism services;

90 % when withdrawing within the period of 14–1 days before the commencement of the drawing of the tourism services;
100 % when withdrawing within the period of 0 days before the commencement of the drawing of the tourism services.

4. If the client does not start the stay or does not draw the tourism services without withdrawal from the contract or because of the fact that he did not fulfil the obligation pursuant Article IV Section 2 line d, the client pays 100 % of the in advance stated price.

5. CK VICTORIA is entitled to deduct the compensation from the paid advance or from the paid price.

6. When determining the number of days for the calculation of compensation, the stated number of days contains also the day when the effects of the withdrawal from the contract occurred. The day of start of the accommodation does not count into the number of days.

Article IX CODE OF CLAIMS

1. This code of claims regulates the way of raising the claims of the client arising from the liability of CK VICTORIA for defects of provided services and its organizations.

2. This code of complaints refers to the services provided by CK VICTORIA directly or via other suppliers of services within the concluded contractual relationship.

3. The client is obliged to make a complaint concerning the possible defect without unnecessary delay at the representative of CK VICTORIA at the place of the stay or at the representative of the facility providing the services in such a way so that remedy could be carried out at the place itself. That is the only way to eliminate the defective state, to add the service or to provide the service once more.

4. If the client decides to raise the claim about the defect after the end of the stay at CK VICTORIA, it is convenient to execute a protocol about the established defects, state the name of the employee who was informed about them and state the way in which the defects were/were not eliminated. The employee who was informed about the defects signs this protocol and the client signs the protocol himself.

5. It is possible to file the complaint in a written form by email without unnecessary delay at the latest 1 month after the end of the stay or provision of the last service. We recommend executing a protocol on established defects pursuant Section 4 of these Terms and Conditions, in particular regarding more complicated complaints.

6. The result of the complain proceedings is announced to the client by email at the latest within 30 days from the date of the filing of the complaint.

7. If the client does not consider the processing of the complaint to be satisfactory, he is entitled to ask for review of the correctness of the procedure, possibly reassessment of the complaint. The review is carried out within the period of 30 days.

Article X SPECIAL PROVISIONS

The Customer acknowledges and by submitting a signed Tour Contract or Service Order, the Customer consents to CK Victoria processing the personal data provided or to be provided by the Customer in connection with the provision of services to the Customer. The processing of personal data is necessary for the purpose of fulfilling CK Victoria's contractual obligations towards customers and for the fulfilment of legal obligations governing the protection of personal data and their processing. In particular, the Customer's identification and contact details and other information contained in the Tour Contract or Service Order, or data collected in connection with such performance, will be processed. The Customer further agrees that CK Victoria may take photographs of him/her during the tour and also agrees to the use of such photographs in CK Victoria's promotional materials.

Customer acknowledges that he has the following rights in particular as a data subject:

a) Photocopy of the Photograph may be revoked at any time by submission to the CK, either by e-mail or e-mail.

b) Require the CK to access personal data relating to its person, repair or erase them, may require restrictions on the processing of their personal data, object to the processing of personal data, and data transfer rights.

c) Require the CK to restrict the processing of its personal data if

ca) the customer denies the accuracy of his or her personal data for the time necessary for the controller to verify the accuracy of his or her personal data;

cb) the processing of his or her personal data was unlawful but does not require the deletion of personal data but the restriction of their use;

cc) The CK no longer needs its personal data for processing purposes but the customer requests them to identify, exercise or defend their claims; or

cd) Customer has objected to the processing of his or her personal data until it has been ascertained whether the legitimate reasons for the CK outweigh the legitimate reasons of the customer. If the processing of the customer's personal data has been limited, his or her data may be processed, with the exception of storage, only with his consent.

d) The right to file a complaint with the Supervisory Authority,

such as the Office for the Protection of Personal Data.

e) Obtain at any time a confirmation from the CK that its personal data is being processed and, if so, the CK is obliged to provide the following information upon request and to issue a copy of the personal data processed:

a) purpose of processing;

b) the category of personal data that it processes;

c) the recipients or categories of recipients whose personal data have been or will be made available to them;

d) the planned time period for which his personal data will be stored or, failing that, the criteria used to determine that time;

ee) the existence of the right to require the controller to correct or delete personal data relating to the customer or to restrict the processing of and to object to such processing.

CK VICTORIA is not liable for damage caused by the breach of legal obligations, if it proves that CK VICTORIA did not cause the damage, and other suppliers of the services did not cause the damage within the scope of the concluded contractual relationship either. However, the damage was caused by:

– the client

– the third person who has no connection with the provision of the stay

– an unavoidable event, which could not have been prevented despite making all the possible effort which may be required.

CK VICTORIA reserves the right for possible differences in the catalogue possibly web pages compared to the facts which it could not influence and which occurred after the closing date for the catalogue possibly which were not known to the travel agency. CK VICTORIA reserves the right to cancel the stay based on the reason of so-called force majeure (political disorder, natural disasters etc.) The late check in at the accommodation based on the delay of own means of transport does not create the right to a late check out of the accommodation facility on the day of departure.

The catalogue and web pages of CK VICTORIA offer a basic description of individual accommodation facilities in the way corresponding with the reality. Other information may be handed over based on a request. The accommodation at the place of the stay is fully subject to the provider of accommodation – provider of services. The requirements of the client for accommodation in a concrete mobile home may be secured by CK VICTORIA for the fee of EUR 20/mobile home stated on the Order of Services. The fact that the requirement for the concrete mobile home was not fulfilled by CK VICTORIA, does not enable the client to withdraw from the concluded contract on the part of the client without the obligation to pay compensation under any circumstances. In case that the requirement of the concrete mobile home is not fulfilled, the amount EUR 20/mobile home is returned to the account of the orderer.

The possibility of trips and the service Victoria stated in the catalogue is not the subject-matter of the contractual relationship. These are additional services, paid at the place of the stay, the participation is voluntary and CK VICTORIA is not liable for its realisation. The impossibility to draw any facultative services based on the seasonal reason, a low number of participants etc. does not enable the change of the terms and conditions of the Order of Services as well as it does not enable the client to withdraw from the contract without paying the compensation. The complaint about the facultative services is possible only at the place of the stay at their provider.

The client explicitly takes into consideration and agrees with the fact that the travel agency is entitled to create any picture (especially photographic), sound and picture-sound records of the client (i.e. including all the elements and manifestations of his personality) anytime in accordance with the provision Section 84 and following the Act n. 89/2012 Sb., Civil Code, in its valid version (later on the “Civil Code“); the travel agency is entitled to retouch these created records during the stay and after it and to publish them in their original as well as changed form in their promotion materials (printed catalogues, leaflets, web pages, social networks, newsletters etc.) and to spread them in all the possible ways individually as well as in connection with other records, parts and elements. All contents stated in this provision are granted in the locally and quantitative unlimited scope for an unlimited period of time possibly until their possible revocation on the part of the client in accordance with the provision Section 87 Civil Code. The client grants all consents free of charge.

The client explicitly takes into consideration and agrees with the fact that the travel agency is entitled to create any picture (especially photographic), sound and picture-sound records of the client (i.e. including all the elements and manifestations of his personality) anytime in accordance with the provision Section 84 and following the Act n. 89/2012 Sb., Civil Code, in its valid version (later on the “Civil Code“); the travel agency is entitled to retouch these created records during the stay and after it and to publish them in their original as well as changed form in their promotion materials (printed catalogues, leaflets, web pages, social networks, newsletters etc.) and to spread them in all the possible ways individually as well as in connection with other records, parts and elements. All contents stated in this provision are granted in the locally and quantitative unlimited scope for an unlimited period of time possibly until their possible revocation on the part of the client in accordance with the provision Section 87 Civil Code. The client grants all consents free of charge.

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