

## Terms and conditions

1. The contractual relationship between GEOTOUR s.r.o. Travel Agency (hereinafter referred to as GEOTOUR) and the Customer shall be established based on a travel contract between GEOTOUR and the Customer, provided that in case the travel contract has not been concluded in writing (in particular in the case of e-sale), it shall be deemed concluded upon sending of confirmation of the tour by GEOTOUR. The Contract shall come into effect upon full settlement of the advance payment (deposit) of the price of the tour to the account of GEOTOUR. The Customer confirms, by signing the Contract or by making the order that, prior to the conclusion of the contract, s/he has familiarized him/herself with the offer of GEOTOUR and the pricelist, and potentially with additional offers and these terms and conditions.
2. The Customer shall be the person concluding the travel contract and also every next person to whose benefit the travel contract has been concluded (co-travelling customers). The Customer, by signing the Contract, or making the order (in case the Contract is not concluded in writing) confirms that s/he is authorized to conclude the Contract and to further negotiate with GEOTOUR before the commencement of the tour also on behalf of the identified co-travelling customers. The rights and obligations stipulated by this Contract including these terms and conditions shall apply similarly to the co-travelling customers.
3. GEOTOUR undertakes to provide the travel services in the agreed scope and quality. The Customer shall be obliged to provide GEOTOUR assistance required for due provision of services.
4. The Customer shall be obliged to settle the full price of the tour in time, usually in the form of deposit and outstanding sum following the instructions sent by GEOTOUR to the Customer along with information specifying already known data included in the GEOTOUR offer. The price of the tour and its due date shall be stated in the GEOTOUR offer as well as the services included in the price of the tour. In case the Customer is in delay with settlement of any part of the price of the tour, GEOTOUR shall be entitled to withdraw the travel contract, or to charge contractual penalty of CZK 100 for each initiated day of delay and for each registered customer, and the Customer shall be obliged to pay the penalty by the moment of departure.
5. The price of services provided extra shall be stated in the GEOTOUR offer and shall establish grounds for increase of the price of the tour in accordance with the specification of these services in the offer. The price of services that were not provided or that were provided in lower quality by choice shall establish the grounds for decrease of the price of the tour in accordance with the specification of these services in the offer. Following additional agreement between GEOTOUR and the Customer, also other services on offer not included in this Contract can be provided.
6. The Customer shall be entitled to withdraw the Contract at any time before the commencement of the tour. After withdrawal, the Customer shall be obliged to settle the compensation (cancellation fee) stated in the offer of GEOTOUR. If the sum of the amounts settled by the Customer exceeds the compensation stated in the offer of GEOTOUR, GEOTOUR shall refund the remainder to the Customer. Mutual financial obligations of the parties established by the withdrawal of the Contract shall be settled within 30 days of termination of the relevant tour.
7. Prior to the commencement of the tour, the Customer may inform GEOTOUR that another person will participate in the tour instead of him/her. The announcement must be in writing and must include a declaration of the new customer that s/he agrees with the concluded travel contract, his/her personal information and declaration of the new customer of meeting all conditions of provision of travel services. This change is chargeable by a fee of CZK 300 representing the reimbursement of costs incurred by GEOTOUR as result of the change. This amount shall be paid by the new GEOTOUR customer by the moment of departure. In the same way and under the same conditions, the Customer may also announce a change in the person of the participant even within 5 days of withdrawal of the contract pursuant to point 6. The Customer and the new customer shall be responsible for the settlement of the price of the tour and meeting all obligations jointly and severally.
8. GEOTOUR shall be entitled to charge a fee for every confirmed change in the travel contract (change of accommodation, dates, etc.) amounting to CZK 200 (excluding the change of address or number of ID or passport) representing the costs incurred by GEOTOUR as result of the change and the Customer shall be obliged to settle the fee by the moment of departure. The Customer expressly agrees with this provision.
9. The Customer shall have the right to express a complaint and incentive for remedy of potential defects of the provided services. After ascertaining the defect, the Customer shall be obliged to express the complaint (incentive for remedy) to the tour guide. Unless the defect is eliminated on the spot, the Customer shall be entitled to adequate compensation. Unless remedies are adopted during the tour, the Customer shall be entitled to file a complaint without undue delay at the latest within 1 month of conclusion of the tour. GEOTOUR shall be obliged to process the complaint within 30 days.
10. The Customer agrees that GEOTOUR may publish recordings (photographs and videos) depicting the Customer. The Customer shall inform the tour guide or GEOTOUR directly in writing about his/her potential disagreement with the publication at the latest by the conclusion of the tour.
11. The Customer shall be obliged to abide by the times stipulated for meetings of the customers (for departure, etc.), the rules of social behaviour stipulated for transport and accommodation (e.g. keeping the quiet hours) so that s/he does not disturb or harm the others by his/her behaviour. In case of repeated or serious breach, GEOTOUR shall be entitled to partially withdraw the Contract and to exclude the Customer from the tour, usually through the tour guide. In such case, the Customer shall be obliged to pay GEOTOUR a contractual penalty amounting to the price of the services not provided to the Customer as result of his/her exclusion – i.e. no part of the already settled price of the tour shall be refunded to the Customer. Settlement of the contractual penalty does not affect the entitlement of GEOTOUR to potential damages.
12. GEOTOUR shall be entitled to increase the price of travel services, however at the latest 21 days prior to the departure and only in case the price of the transport including the price of fuel, the payments related to transport (for instance port and airport fees) has increased, or the exchange rate between CZK and EUR has decreased by more than 10% compared to the exchange rate valid as of 1<sup>st</sup> January of the year of the tour, always at most by an amount corresponding to the relevant increase of the price of transport or payments related to transport, i.e. the difference in the exchange rate.
13. All matters not regulated by this Contract shall be subject to valid legal regulations, in particular Act No. 89/2012 Coll., Civil Code and Act No. 159/1999 Coll. on Certain Conditions of Business Activities in the Field of Tourism.
14. The Customer shall be entitled to settle potential disputes out of court in the sense of Act No. 634/1992 Coll., Consumer Protection Act, as amended. The subject authorized to out-of-court settlement shall be the Česká obchodní inspekce (Czech Trade Inspection Authority) with its registered office at Štěpánská 567/15, 120 00 Praha 2, Czechia, ID: 000 20 869, website: [www.coi.cz](http://www.coi.cz).
15. In compliance with Act No. 101/2000 Coll. on the Protection of Personal Data, as amended, the Customer grants GEOTOUR consent with processing of personal information related to the Customer and his/her underage children that are legally represented by the Customer, and co-travelling customers. GEOTOUR collects personal information (in particular title, name, surname, address, date of birth, travel document number, e-mail, etc.) and processes them so that all safety rules for processing of personal information are maintained; they shall be processed both manually and electronically. The Customer agrees that personal information may be made available to the employees of GEOTOUR and other persons participating in the GEOTOUR activities. Personal data shall be processed in order to provide travel services and after the termination of the tour to distribute the current offer of GEOTOUR. Based on the request of the Customer, GEOTOUR shall expunge the personal information of the Customer from the database and stop sending the offers.