

Travel Terms and Conditions

1. The contractual relationship between the GEOTOUR s.r.o. travel agency (hereinafter referred to as "GEOTOUR") and the Customer is based on a Tour Contract; unless the Tour Contract is concluded in writing (i.e. in the case of online orders), it is concluded at the moment when GEOTOUR sends confirmation of the tour. The Tour Contract becomes effective upon payment of the deposit to the account of GEOTOUR. By signing the Tour Contract, or, as the case may be, by sending an internet order, the Customer confirms that s/he has become acquainted with the offer of GEOTOUR and the content of the Tour Contract, including these travel terms and conditions before entering into the Tour Contract.
2. The Customer is the person concluding the Tour Contract and all persons for whose benefit is the Tour Contract concluded (Co-travelling customers). By signing the Tour Contract or sending an internet order, the Customer confirms that s/he is authorized to enter into the Tour Contract and to negotiate with GEOTOUR before the start of the tour also on behalf of his/her Co-travelling customers. The rights and obligations arising from the Tour Contract including these Travel Terms and Conditions shall apply mutatis mutandis to the Co-travelling customers.
3. GEOTOUR undertakes to ensure proper provision of all travel services to the agreed extent and in the agreed quality. The Customer shall provide GEOTOUR with all cooperation necessary for the proper provision of services.
4. The Customer shall make a timely payment of the full price of the tour, usually in the form of a deposit and balance, in accordance with the instructions sent by GEOTOUR to the Customer along with information clarifying the already known facts included in the GEOTOUR offer. The price of the tour is included in the GEOTOUR offer along with the list of services included in the price of the tour. In the event that the Customer is in default of payment of any part of the price of the tour, GEOTOUR shall have the right to withdraw from the Tour Contract or charge the Customer a contractual penalty of CZK 100 for each commenced week of such default per each registered customer, which the Customer is obliged to pay before the start of the tour. The Customer shall pay the deposit within the deadline stated at the end of the Tour Contract. The deposit is CZK 5,000 per each person. The price of the tour (balance) must be fully paid no later than 4 weeks before the start of the tour. If the Tour Contract is concluded less than 4 weeks before the start of the tour, the full price of the tour must be paid within the deadline specified in the Tour Contract as "Balance due date". If GEOTOUR decides to withdraw from the Tour Contract due to the Customer's failure to pay the price of the tour or any part thereof, all paid amounts of the price of the tour shall be forfeited to GEOTOUR as contractual penalty.
5. The prices of optional extra services are listed in the GEOTOUR offer and constitute a reason for increasing the price of the tour according to the specification of the offered services.
6. The Customer shall have the right to withdraw from the Tour Contract at any time before the start of the tour. After the withdrawal, the Customer shall pay the compensation (cancellation fee) specified in the GEOTOUR offer. If the sum of the amounts paid by the Customer exceeds the amount of compensation stated in the GEOTOUR offer, GEOTOUR shall return the difference to the Customer. The financial obligations of one Party to another arising from the withdrawal from the Contract shall be settled within 30 days of the end of the tour which has been withdrawn from.
7. Before the start of the tour, the Customer may notify GEOTOUR that another person will undertake the tour instead of him/her. The notification must be in writing and shall include the new customer's declaration confirming that s/he agrees to the concluded Tour Contract; also, the notification shall specify all personal data of the new customer and his/her declaration of fulfilment of all terms and conditions required for the provision of travel services. Such change shall be subject to a CZK 300 fee covering the costs incurred by GEOTOUR due to the change of customer. The amount shall be paid by the new customer to GEOTOUR before the start of the tour. In the same manner and under the same conditions, the Customer may notify GEOTOUR of a change of customer within 5 days of his/her withdrawal from the Tour Contract pursuant to point 6. The Customer and the new customer shall be jointly and severally responsible for payment of the price of the tour and fulfilment of all obligations.
8. GEOTOUR is entitled to charge the Customer the amount of CZK 200 for any other confirmed change in the Tour Contract (change of accommodation, date etc. except change of address or ID card/passport number), which constitutes compensation of costs incurred by GEOTOUR as a result of the change and which the Customer is obliged to pay before the start of the tour.
9. The Customer has the right to complain to the tour guide about any defect in the tour immediately after its discovery. The complaint shall be dealt with by GEOTOUR within 30 days unless it has been settled during the tour.
10. The Customer is obliged observe the times appointed for customer meetings (time of departure etc.), the rules of etiquette and the rules of transportation and accommodation (e.g. quiet hours) to avoid causing inconvenience or damage to others. In the case of repeated or gross violations, GEOTOUR shall be entitled to make a partial withdrawal from the Tour Contract and exclude the Customer from the tour, usually through the tour guide. In this case, the Customer shall pay GEOTOUR a contractual penalty amounting to the price of services that have not been provided to the Customer due to his/her exclusion from the tour, i.e., in this case, the Customer shall not be returned any part of the paid price of the tour. Payment of the contractual penalty shall not affect GEOTOUR's right to claim compensation, if applicable.
11. In matters not established in the Tour Contract, the applicable legal regulations shall be followed, in particular, Act No. 89/2012 Coll., Civil Code, and Act No. 159/1999 Coll., on Certain Conditions of Business Activities in Tourism.
12. The Customer is entitled to resolve any potential disputes out of court within the meaning of Act No. 634/1992 Coll., on Customer Protection, as amended. The competent subject for out-of-court settlement of disputes is Česká obchodní inspekce (Czech Trade Inspection Authority) with its registered office at Štěpánská 567/15, 120 00 Praha 2, Company ID: 00020869: www.coi.cz.
13. In connection with the performance hereof, GEOTOUR shall process personal data in accordance with Article 6(1)(b) of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation – hereinafter referred to as "GDPR") since the processing of personal data is necessary to fulfil the obligations arising from the Tour Contract. Personal data provided by the Customer shall only be used to meet the obligations related to the Tour Contract, in particular, to arrange transportation, cruise, accommodation etc., but only to the extent ordered by the Customer from GEOTOUR.
14. GEOTOUR processes the Customer's personal data as personal data controller and processor. For the purpose of fulfilling the Tour Contract, GEOTOUR shall be entitled to provide personal data to carriers, insurance companies (if insurance is ordered), accommodation providers, guides and other partners involved in any way in the provision of the tour and the related services. Consent to the provision of personal data is given in accordance with Article 13(1)(e) of the GDPR to all categories of recipients specified in paragraph 14 hereof. GEOTOUR has concluded an appropriate processing contract with all personal data processors, which guarantees that they will follow the same security principles as GEOTOUR when processing the Customer's personal data.
15. Personal data shall be retained for the duration of the Tour Contract and then 20 years after its termination, unless mandatory legislation provides for a different period. Each new Tour Contract renews such twenty-years period.

16. When processing personal data by GEOTOUR, the Customer shall have the following rights to protect his/her personal data: (i) right to demand access to his/her personal data; (ii) right to correct personal data processed by GEOTOUR; (iii) right to restrict processing. Restriction of processing means that GEOTOUR shall mark the Customer's personal data restricted for processing and must not process it except for its storage for the duration of the restriction. The right to restrict processing is established if the Customer questions the accuracy of the personal data and shall last for the time necessary for GEOTOUR to verify the accuracy thereof; also, if the processing is unlawful and the Customer refuses to erase personal data and requires restriction of its use instead; if GEOTOUR no longer needs to process the Customer's personal data, but the Customer needs it to determine, pursue or defend legal claims; if the Customer has objected to processing, until it has been verified whether GEOTOUR's legitimate reasons for personal data processing outweigh the Customer's interests or rights and freedoms; (iv) right to delete personal data. The right to deletion of personal data does not apply to personal data retained by GEOTOUR after the termination of this Tour Contract for the purposes of a possible future litigation in accordance with the legal regulations applicable in the Czech Republic; (v) right to data transferability. The Customer is entitled to ask GEOTOUR to provide the Customer's personal data for the purpose of transferring it to another personal data controller or ask GEOTOUR to transfer the personal data to another personal data controller. However, this right only applies to the data processed by GEOTOUR automatically based on the Customer's consent or a concluded contract; (vi) right to file a complaint with a supervisory authority if the Customer believes that the processing of his/her personal data breaches the personal data protection regulations. The complaint may be filed with a supervisory authority at the place of the Customer's habitual residence, place of employment or the place where the alleged violation occurred. The supervisory authority for Czechia is the Office for the Protection of Personal Data, Pplk. Sochora 27, 170 00 Praha 7, www.uouu.cz.
17. If GEOTOUR processes the Customer's personal data for the purposes of its legitimate interests or the legitimate interests of other subjects, the Customer has the right to object to such processing at any time. The objection or a request to delete personal data may be made using through these contact details: geotour@geotour.cz, www.geotour.cz, telephone: +420 2573 12345. If the Customer makes such an objection, GEOTOUR shall have the right to continue such processing only if it demonstrates serious legitimate grounds for processing which prevail over the Customer's interests or the rights and freedoms, and also if such processing is necessary for determination, exercise or defence of legal claims.
18. Personal data in paper form shall be stored in locked offices. Personal data in electronic form shall be stored in Czechia on a hard drive whose security complies with the GDPR standards. Access to personal data is password protected.
19. By entering into the Tour Contract, the Customer expressly agrees with the processing of personal data.
20. The Customer is aware that his likeness, i.e. his photographs and audio-visual recordings, can be used and published on the GEOTOUR's webpage and in the GEOTOUR's promotional materials. If the Customer does not agree with the usage of his likeness, he or she will inform GEOTOUR before or immediately after the tour or he or she will inform the guide during the tour.
21. The Customer grants to GEOTOUR a non-exclusive and no-time limited licence to his or her photographs and audio-visual recordings made at tours organized by GEOTOUR. The license is provided free of charge. GEOTOUR is not required to use the license. In case of no usage of the license it will not expire.