

Travel Terms and Conditions

1. The contractual relationship between the travel agency GEOTOUR s.r.o. (hereinafter GEOTOUR) and the customer arises on the basis of the package tour contract (hereinafter the Contract), and if the Contract is not concluded in writing (i.e. in case of an online order), it is concluded at the moment of sending the Package Tour Certificate by GEOTOUR to the Customer. The Contract then becomes effective upon payment of the deposit or the package tour price to GEOTOUR's account. By signing the Contract or by sending an online order, the Customer confirms that he/she has got familiar with GEOTOUR's offer and price list or additional offers and the contents of the Contract, including these Travel Conditions, before concluding the Contract.
2. The Customer is deemed to be the person who enters into the Contract and further all persons who profit from the Contract (fellow customers). By signing the Contract or by submitting an online order, the Customer confirms that he/she is authorised to conclude the Contract and to deal with GEOTOUR before the commencement of the package tour on behalf of his/her fellow travellers. The rights and obligations set out in the Contract, including these Travel Conditions, shall apply similarly to the fellow travellers.
3. GEOTOUR undertakes to ensure the proper provision of all travel services within the agreed scope and quality. The Customer is obliged to provide GEOTOUR with the necessary cooperation required for the proper provision of the services. The Customer acknowledges that the countries in which the services shall be provided under this Agreement may impose different conditions for entry or passage, movement and stay. The Customer undertakes to comply with these imposed conditions as well as pay related costs. These conditions do not entitle the Customer to any discount, compensation or cancellation of the Contract without application of cancellation fees.
4. The Customer is obliged to pay the price of the package tour in time according to the Package Tour Certificate sent by GEOTOUR. The package tour price and the services included in the package tour price are listed therein. In case of the Customer's delay with payment of any part of the package tour price, GEOTOUR shall have the right to withdraw from the Contract or to charge a penalty of CZK 200 for each week of delay and for each Customer enrolled, which the Customer shall pay before the commencement of the package tour. The Customer shall pay the balance of the package tour price without further notice at least 4 weeks before the commencement of the package tour. If the contract is concluded less than 4 weeks before the commencement of the package tour, the Customer shall pay the whole package tour price at once. If GEOTOUR withdraws from the Contract due to non-payment of the package tour price or any part thereof, any part of the already paid package tour price shall belong to GEOTOUR as a contractual penalty.
5. The price of services provided in addition or in higher quality is specified in the GEOTOUR offer and is the reason for the increase in the package tour price according to the specification of these services in the offer. The price of services not provided contractually is the reason for the price reduction. These optional services are specified in GEOTOUR's offer or are subject to an additional agreement.
6. The Customer has the right to withdraw from the Contract at any time prior to the commencement of the package tour. Upon withdrawal from the Contract, the Customer is obliged to pay the cancellation fee specified in GEOTOUR's offer (cancellation fee). If the sum of the amounts paid by the Customer exceeds the cancellation fee, GEOTOUR will refund the difference to the Customer. The mutual financial obligations of the parties arising from the cancellation of the Contract shall be settled within 30 days after the end of the package tour to which the cancellation relates.
7. Before the commencement of the package tour, the Customer may notify GEOTOUR that another person will take part in the tour instead of the Customer. The notification must be in writing and must include a declaration of the new customer that he/she agrees with the Contract, his/her full personal details and his/her declaration that he/she has fulfilled all the conditions for the provision of the travel services. This change is subject to a fee of CZK 300, which represents the reimbursement of the costs incurred by GEOTOUR as a result of the change of customer. This amount will be paid by the new customer to GEOTOUR before the commencement of the package tour. In the same manner and under the same conditions, the Customer may also notify the change in the person of the customer within 5 days after his/her withdrawal from the Contract according to section 6. The Customer and the new customer are jointly and severally liable for the payment of the package tour price and the fulfilment of all obligations.
8. GEOTOUR is entitled to charge for each other confirmed change in the Contract (change of accommodation, date, etc.) the amount of CZK 200 (excluding change of address or change of ID or passport), which represents compensation for the costs incurred by GEOTOUR as a result of the change and which the Customer is obliged to pay before the commencement of the package tour.
9. The Customer has the right to complain about defect of the package tour, immediately upon discovering thereof. The complain shall be submitted to the tour guide. If the complaint is not settled during the package tour, it will be settled by GEOTOUR within 30 days.
10. The Customer is obliged to comply with timetable determined for customer meetings (for departure, etc.), the rules of social behaviour and the rules laid down for transport and accommodation (e.g. night-time quiet) so that he does not cause a nuisance or harm to others by his behaviour. In the event of repeated or gross violations, GEOTOUR is entitled to partially withdraw from the Contract and exclude the Customer from the package tour, usually through the tour guide or the ship's captain. In this case, the Customer is obliged to pay GEOTOUR a contractual penalty in the amount of the price of the services that were not provided to the Customer as a result of the exclusion from the package tour - i.e. nothing is refunded to the Customer from the already paid package tour price in this case. The payment of the contractual penalty does not affect GEOTOUR's right to compensation for potential damages.
11. In matters do not regulate by the Contract, the relevant legal provisions, in particular the Act No. 89/2012 Coll., the Civil Code, and Act No. 159/1999 Coll. on Certain Conditions of Business in the Field of Tourism shall apply.

12. In case of a dispute, the Customer is entitled to solve it through ADR proceeding in accordance with Act No. 634/1992 Coll. on Consumer Protection, as amended. The entity competent for such ADR proceeding is the Czech Trade Inspection Authority, with its registered office at Štěpánská 567/15, 120 00 Prague 2, ID No.: 00020869, www.coi.cz.
13. In connection with the performance of the Contract, GEOTOUR processes personal data in accordance with Article 6(1)(b) of 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"), as the processing of personal data is necessary for the performance of the obligations under the Contract. The personal data provided by the Customer are used only for the fulfilment of the obligations related to the Contract, in particular for the provision of transport, cruises, accommodation, etc., but always only according to GEOTOUR's offer or additional arrangements.
14. The personal data of the Customer are processed by GEOTOUR as the data controller and further by the data processors. GEOTOUR is entitled to transfer personal data for the purpose of fulfilling the Contract to carriers, insurance companies (if insurance is ordered), accommodation providers, guides and other partners who are involved in any way in the provision of the tour and related services. Consent to the transfer of personal data is provided in accordance with Article 13(1)(e) GDPR to all categories of recipients listed in this section 14. GEOTOUR has entered into a corresponding processing agreement with all processors, which guarantees that the processor will adhere to the same security principles as GEOTOUR when processing the Customer's personal data.
15. Personal data are stored for the duration of the Contract and then for 20 years after its termination, unless binding legal regulations provide for a different period. The 20-year period is renewed with each new Contract.
16. When processing personal data, the Customer has the following rights regarding the protection of his/her personal data: (I.) the right to request access to his/her personal data from GEOTOUR, (II.) the right to rectification of the personal data processed by GEOTOUR, (III.) the right to restriction of processing - this means that GEOTOUR must mark the Customer's personal data for which processing has been restricted and may not continue to process it for the duration of the restriction, except for storage. Such right arises if: the Customer disputes the accuracy of the personal data for the time necessary for GEOTOUR to verify the accuracy of the personal data; the processing is unlawful; and the Customer refuses to erase the personal data and instead requests the restriction of its use if GEOTOUR no longer needs the Customer's personal data for the purposes of the processing, but is required by the Customer for the determination, exercise or defence of legal claims, if the Customer objects to the processing, then until it is verified that GEOTOUR's legitimate grounds for processing outweigh the interests, rights or freedoms of the Customer, or (IV.) the right to erasure of personal data. This right does not apply to those personal data that GEOTOUR retains after the termination of the Contract due to possible future litigation and on the basis of the legislation in force in the Czech Republic (V.) the right to data portability - the Customer is entitled to request that GEOTOUR to provide the personal data for the purpose of transferring it to another data controller or that GEOTOUR transfers the personal data to another data controller. However, this right arises only in respect of data that GEOTOUR processes by automated means on the basis of the Customer's consent and (VI) the right to lodge a complaint with a supervisory authority in the Customer's place of habitual residence, place of employment or place where the alleged infringement has occurred, if the Customer believes that the processing of personal data is in breach of data protection legislation. In the Czech Republic, the supervisory authority is the Office for Personal Data Protection, Pplk. Sochora 27, 170 00 Prague 7, www.uoou.cz.
17. In case GEOTOUR processes the Customer's personal data for the purposes of the legitimate interests of GEOTOUR or someone else, the Customer has the right to object to such processing at any time or to request deletion of the personal data via the following contact details: geotour@geotour.cz, telephone: +420 2573 12345. Thereafter, GEOTOUR will only be entitled to continue processing the Customer's personal data if it can demonstrate compelling legitimate grounds that override the interests, rights or freedoms of the Customer, as well as if the processing is necessary for the establishment, exercise or defence of legal claims.
18. Personal data in paper form are stored in a locked office. Personal data in electronic form are stored in the Czech Republic on a disk whose security complies with GDPR standards. Access to personal data is secured with a password.
19. By entering into the Agreement, the Customer expressly agrees to the processing of personal data.
20. The Customer understands that his/her photographs and audiovisual recordings may be used and published by GEOTOUR. If the Customer does not agree to such use, he/she shall inform GEOTOUR before or immediately after the end of package tour or the GEOTOUR tour guide during the package tour.
21. The Customer grants GEOTOUR an unlimited and non-exclusive licence to photographs and audiovisual recordings taken at events organised by GEOTOUR. The licence is granted free of charge. GEOTOUR is not obliged to use the licence. Failure to use the licence does not terminate the licence.