

EXPLORE MORAVIA

BUSINESS TERMS AND CONDITIONS

1. **PRICE AND PAYMENT TERMS AND CONDITIONS** - The price for all services ordered by the customer must be paid prior to their provision. The price and its maturity are specified in the agreement. The price stated in the agreement is final and is inclusive of all fees and taxes, unless stipulated otherwise in the agreement.
2. **EXPLORE MORAVIA** (hereinafter "EM" reserves the right to unilaterally increase the price of travel or ordered services in the event of circumstances that could not be influenced by EM. EM is particularly entitled to increase the price for reasons if the following prices increase prior to the arranged time of tour beginning: price for transport, including fuel prices, transport-related payments, such as airport charges, or other fees included in the price of a tour or service, or the Czech crown's exchange rate used to determine the tour or service price. The increased tour or service price will be calculated by summing the original price and the difference of the variable value (the value that has changed due to circumstances not influenced by EM) on the date of conclusion of the agreement and on the notice date for the increase in price to the customer. EM shall notify the customer of the increase in the price of the tour or services no later than 21 days prior to the tour or service commencement.
3. EM services are calculated and presented for the number of nights. The first and last day of your stay is used to travel to and from your destination.
4. **CHANGE IN AGREEMENT BY EM** - If EM is forced to change the conditions of the tour or service provision due to external circumstances, they will suggest a change in agreement to the customer. If the price changes as a result of the change in agreement, EM will also notify the new price in the draft agreement amendment. If the customer does not agree with the change in agreement, they are entitled to withdraw from the agreement within 5 days at the latest. If the customer does not withdraw from the agreement within this period, the change in agreement including the new price is valid.
5. **CHANGE IN AGREEMENT BY CUSTOMER** - a) In the event of a change request on the tour or agreed service by the customer (for example term, accommodation, length of stay, transport, catering, extension of services, destination change, etc.) more than 20 working days before the start, in the case of accepting this change, EM is entitled to request from the customer, in addition to the possible additional payment of the price due to changes requested by the customer, the actual costs incurred by the customer in connection with the change of the agreement, especially the fees charged by EM from service providers for a change in service provision. In the event that the change in conditions is not confirmed by the service suppliers or if increased costs of EM or other difficulties are associated with this change, EM is not obliged to accept a change in agreement and the customer is obliged to use the services in the original agreed scope, or the provisions on withdrawal from the agreement apply including cancellation terms and fees.

b) The customer is entitled to assign the agreement to a third party if the person fulfils the conditions for participation in the tour or the provision of services. The change in customer is effective against EM if the original EM customer delivers the notification in due time together with a written statement from the third party as a new customer that they agree with the agreement and fulfil the conditions to take part in the tour and the service terms. Notification is considered timely if delivered to EM at least seven days prior to the start of the tour or service. The original and new customers are jointly liable to pay the price and also any costs incurred to EM in connection with the customer change.

6. Customer's withdrawal from the agreement - cancellation policy

a) The customer is entitled to withdraw from the agreement prior to the start of the tour or provision of services. Withdrawal is effective against EM from the delivery date of the customer's written withdrawal.

b) If the customer withdraws from the agreement for any reason other than EM violating their obligations, they undertake to pay the cancellation fee (severance fee). The customer undertakes to pay the cancellation fee in the same amount and under the same conditions even if EM withdraws from the agreement for the customer breaching their obligation. The cancellation fee amount is 80% of the total tour or services price from the date of the agreement's conclusion to the 11th day before commencing the tour or provision of services; by the 10th day before it is 100% of the tour or service price. The cancellation fee is payable within 10 days of withdrawal.

c) In the event of a missed departure or taking up a service, the customer is not entitled to a refund of the tour or service price, or a proportionate part of the price or any other refund. The same applies in the case of not using an agreed service at the place of residence, unless this is caused by EM or its service provider.

d) A form for withdrawing from the agreement is available on the EM website.

7. Withdrawal from the agreement by EM - cancellation of a tour or services

a) EM reserves the right to cancel a tour or service provision as a result of an objective event that the EM could not influence or due to force majeure or other serious reasons and withdraw from the agreement. Cancelling a tour or provision of services and withdrawal from the agreement shall be notified to the customer without undue delay.

b) If the tour is cancelled or the service is not provided for a reason other than a breach of obligations by the customer, EM will offer the customer a substitute tour or services corresponding to the original arrangement, if it is possible for EM to offer such a tour or services.

c) EM is entitled to withdraw from the agreement if the customer violates their obligations under the agreement or the General Terms and Conditions, in particular if the customer is in delay with payment for the tour or service price or part thereof. In such a case, the customer is obliged to pay cancellation fees to EM pursuant to Article 5 hereof.

d) In the event cancelling a tour or provision of services consisting in participation in a sporting or cultural event by the event organiser, the organiser's terms and conditions shall be subject to the cancellation conditions.

8. Travel documents, health and other regulations

a) The customer is responsible for compliance with customs, foreign exchange, passport, health, and other regulations of the country in which they travel.

9. Air transport, travelling by public transport means

a) Air transport is provided by consultation and agreement between EM and the customer, the choice depends on the customer's preference and requirements. The customer acknowledges that air transport depends on a number of factors (such as weather, technical conditions, air traffic control, full flight paths, passenger check-in time, etc.), and EM cannot guarantee departure and arrival times. EM is not obliged to provide financial compensation for unused services due to delays.

b) EM warns that in the event of a flight delay, loss or baggage theft, a baggage service must be drawn-up at the airport and a claim lodged directly with the airline under this report.

c) If EM provides local transport tickets in the destination for the customer, the provisions of Art. 8 letters a) and b) apply similarly.

10. Claim

a) If the tour does not have the agreed properties or if services are not provided in accordance with the agreement, the customer is entitled to file a claim. The customer's rights under the claim are governed by the relevant provisions of Act No. 89/2012 Coll. of the Civil Code.

b) The customer is obliged to claim the rights of eventual breach in the EM obligations or possible tour or service defect with EM or its representative at the place of provision of services without undue delay, but no later than 1 month after the tour's conclusion. Otherwise, the right to any breach in EM's obligation will not be granted to them.

c) If circumstances arise, the occurrence, course or the consequence could not be prevented by EM (majeure force), or circumstances that are on the customer's side and on the basis of which the customer does not use the paid service in its entirety or in part, the customer is not entitled to a price refund or discount.

d) Possible claims for damages are limited by international conventions that are part of the Czech legal order and by which the Czech Republic is bound as well as binding EU legislation.

e) The customer is entitled to an out-of-court settlement regarding a consumer dispute from a travel agreement. The Czech Trade Inspection Authority is the subject-matter competent to resolve out-of-court consumer disputes arising from travel agreements. Further information on this procedure is available on the website of the Czech Trade Inspection Authority www.coi.cz.

11. Insurance

a) We recommend that the customer personally arranges individual health and travel insurance.

11. Personal data processing

The customer agrees with the collection, store and processing of personal data contained in the agreement by the EM Administrator or its personnel. In the event that the customer agrees to personal data processing, they provide their consent in the agreement, such consent is provided for all data contained in the Agreement for a period of five years from the date of granting the consent. The customer declares that they are aware of their rights under § 12 and § 21 of Act No. 101/2000 Coll., on Personal Data Protection and that all data are true and accurate and have been provided voluntarily. Pursuant to § 5 of Act No. 101/2000 Coll. on Personal Data Protection, all data about the customer, whereby processing has been approved by the customer, is collected and processed solely for the purpose of sending commercial information to the data subject via electronic means, before the data subject sends directly and explicitly to EM that they do not wish to continue to receive commercial communications, for a maximum of five years. Summarised data can be used by EM for statistical purposes for EM's internal use. EM declares that it will collect personal data to the extent necessary to fulfil the above stated purpose and process it only in accordance with this purpose. EM personnel or other individuals who process personal data under an agreement with EM are obliged to maintain confidentiality of personal data, even after terminating their employment or other contractual relationship.

12. Final provisions and validity

a) These General Terms and Conditions entered into force on 05/06/2019 and apply to all services provided by EM.

b) EM contact details: delivery address Generála Šimka 10, 69003, Břeclav, e-mail address info@exploremoravia.com