



## TERMS AND CONDITIONS - CONTRACT

### 1. Contract for Tourist Services Provision; Travel Confirmation

**1.1** The reservation of the participation in a CP tourist trip is understood as an offer to conclude a contract for organisation of a tourist trip by Cracow Planet. The Customer can make the reservation in writing – by fax, e-mail, or by means of the reservation form available at the CP website. If any of the 'City Tour' or 'Day Tour' products is being booked, the Customer can make the reservation verbally or by phone. During the tourist trip the Customer can also book any CP tourist products verbally or by phone.

**1.2** After the reservation is made, the Customer receives from CP a tourist trip confirmation with all the important data concerning the trip in question (Tourist Trip Confirmation) and concludes, in writing, a contract for tourist services provision.

**1.3** The person making the reservation acts also in behalf of all the other tourist trip participants for whom the reservation is made, thus taking upon itself the responsibility for compliance with the contract provisions by these other participants.

### 2. Payment for Tourist Trip

**2.1 (A)** On conclusion of the contract the Customer makes an advance payment against the tourist trip. The advance payment constitutes no less than 55% (fifty-five percent) of the tourist trip total price. The remaining amount has to be paid 40 (forty) days before the commencement of the tourist trip at the latest, unless otherwise agreed by the Parties.

**2.1 (B)** If any of the 'City Tour' or 'Day Tour' products is being booked, the Customer makes the advance payment against the tourist trip in the amount of 40% (forty percent) of the tourist trip total price. The remaining amount has to be paid on the day of the tourist trip at the latest. The Customer can make the payment by means of a bank transfer into the CP account, at the CP pay-office, or deliver the cash to an authorised CP representative.

**2.2** The payment of the resignation costs is effected along with the advance payment. Costs of other services ordered by the Customer and rendered by CP, such as telephone mediation, reservations and inquiries in behalf of the Customer, are not included in the tourist trip price. Should such costs arise, they have to be paid at the CP pay-office along with the tourist trip price.

**2.3** After the payment of the full price of the tourist trip is effected, CP informs the Customer, before the departure for the tourist trip, about the manner of receiving the appropriate documents by the Customer on the date agreed upon by the Parties. If the reservation is made within 7 (seven) days prior to the scheduled commencement

of the tourist trip, CP informs the Customer about the place and time of the reception of the travel documents.

**2.4** If the payment of the full price of the tourist trip is not effected in compliance with the term of payment specified in **2.1(A)**, CP has the right to renounce the contract. In such a case CP charges the Customer with the tourist trip resignation costs, in the amount, and according to the rules, specified in the contract, and following the rules specified in sections 6.4 and 6.5 of the present General Terms and Conditions of Tourist Trip Participation.

If the payment of the full price of the tourist trip is not effected in compliance with the term of payment specified in **2.1(B)**, CP has the right to renounce the contract. In such a case CP charges the Customer with the tourist trip resignation costs, in the amount, and according to the rules, specified in the contract, and following the rules specified in sections 6.4 and 6.5 of the present General Terms and Conditions of Tourist Trip Participation.

**2.5** In order to secure possible claims for refund of the amounts paid by the Customers to the Tour Operator, Cracow Planet – Zebra sp. z o.o., in compliance with art. 10 of the Polish Act on Tourist Services of August 29<sup>th</sup>, 1997 (uniform act of 2004, no. 223, pos. 2268, with subsequent changes) concluded the Insurance Agreement – CP Customer Guarantee with Signal Iduna Polska Towarzystwo Ubezpieczeń SA, based in Warsaw, ul. Jasna 14/16a.

### **3. Services and Prices**

**3.1** The type and range of the services included in the tourist trip is defined on the basis of the contract provisions, or on the basis of the contents of CP website – [www.cracowplanet.com](http://www.cracowplanet.com) - and the attached CP pricelists. CP reserves the right to change, at any time prior to the conclusion of the contract, the data included on the above website; the Customer will be informed about any changes before the Customer makes the reservation.

**3.2** Any and all information included in advertisements, catalogues, booklets, folders, leaflets and other informational or advertising materials not issued by CP, or not authorised by CP, constitutes no part of the contract for tourist services provision. The above materials contain only the information that helps the Customer to formulate the offer for the conclusion of contract mentioned in section 1.1 of the General Terms and Conditions of Tourist Trip Participation.

**3.3** The prices of tourist trips and other services in the documentation delivered to the Customer can be expressed in Polish zloty (PLN), Euro (EUR), or US dollar (USD). The above prices are related to the tourist trips and other services and fees and represent only a currency clause consistent with the law, which is applied while fixing the prices in Polish zloty. The final price and value of additional fees is calculated in Polish zloty according to the exchange rate of Euro (EUR) or US dollar (USD) to Polish zloty (PLN) indicated to the Customer on the day of conclusion of the contract for tourist services provision, provided that the date of contract conclusion is the same as the date of making the reservation by the Customer in the CP reservation system. If the reservation was made by the Customer in the reservation system prior

to the contract conclusion, the final price in Polish zloty is calculated as at the date of the reservation.

**3.4** CP makes every effort to take into consideration, if possible, any special requirements of the Customers, such as a particular situation of hotel rooms. However, CP declares that the failure to fulfil such a special requirement does not constitute the cause of any claims against CP.

**3.5** During the tourist trips organised by CP the Company does not provide any special care for minors and persons whose capacity to legal transactions can be restricted on a legal basis. Such persons can participate in a CP tourist trip only under the guardianship of adults.

**3.6** In the hotels worldwide the check-in time is usually 15.00 (3 p.m.) of local time on the day of the arrival and the check-out time is 10.00 (10 a.m.) of local time on the day of the departure. The night at the hotel always ends with a breakfast. In some cases the actual departure time can limit the possibility of using this meal. Before the check-out time, the Customer - with his luggage - should vacate the hotel room. This principle also applies to the cases when the return journey starts later than at 24.00 (12 p.m.) of the local time. In such a case the Customer should leave the luggage in the duly appointed place.

## **4. Changes to the Services and Prices**

**4.1** CP reserves the right to change the tourist trip price offered and confirmed in the travel documents. If it is necessary to raise the price, CP is obligated, each time, to supply documentary evidence of the impact of one of the following circumstances:

increase in the transportation costs;

increase in the official charges;

increase in the due taxes or charges for tourist services;

growth of the currency exchange rate.

The price for tourist services is derived each time from the CP pricelist. CP will immediately inform the Customers about any changes to the price. The price set in the contract with the Customer must not be raised within the period of 20 (twenty) days prior to the departure.

**4.2** If the price is raised by more than 15% (fifteen percent) of the amount agreed upon by the Parties, the Customer has the right to renounce the contract for tourist trip organisation without bearing any costs. If, prior to the tourist trip, the Tour Operator changes, for independent causes, any material terms and conditions of the contract with the Customer, including in particular the place of accommodation or the tourist trip itinerary, duration, program, price or manner of payment, the Customer may request that CP offer the Customer a tourist service of at least equal value, without bearing any additional costs thereof. The right to renounce the contract, and the right to request a new offer of tourist services, should be exercised immediately after the receipt of the notice informing the Customer about the increase in the price, or changes to the tourist services, and within 5 (five) days after the receipt of such a notice at the latest.

**4.3** If CP makes any material changes to the terms and conditions of the contract for tourist services provision prior to the tourist trip commencement, CP is under an obligation to inform the Customer immediately, i.e. within 5 (five) days of the introduction of the changes at the latest, about the essence of the changes. After receipt of such an information, the Customer is obligated, on pain of nullity, to inform CP in writing within another 5 (five) days, if the Customer agrees to the proposed changes to the contract or, on account of the changes, the Customer renounces the contract for tourist services provision, on the return of any payments made by the Customer. The lack of such information is interpreted by CP as the acceptance by the Customer of the changes made to the contract for tourist services provision. If the Customer exercises the right to renounce the contract on account of the non-acceptance of the changes made to the contract for tourist services provision, the Customer is entitled, at the Customer's discretion, to make an offer to participate in any other tourist trip organised by CP, or to request the return of the payments made by the Customer against the conclusion of the contract for tourist services provision.

## **5. Reduced Prices for Children**

**5.1** The types and amounts of reduced rates for children are indicated in the CP offer. If the participant of a CP tourist trip is a child, the person who makes the reservation and concludes the contract should inform CP about it, indicating the age of the child and presenting as a proof the appropriate document. CP has the right to check the age of the child with the identity card. If the age indicated by the person making the reservation does not agree with the age indicated by the appropriate document, CP will charge the proper price along with an administrative charge in the amount of 20,00 EUR. The Customer is obligated to pay the proper price. Any reductions are granted on the basis of the exact age of the child on the day of the tourist trip commencement.

## **6. Participant Resignation, Changes to the Reservation, Substitutes**

**6.1** Before the commencement of the tourist trip the Customer can resign the tourist trip. The Customer is then obligated to submit a written resignation statement at the place of contract conclusion. The date of the resignation is the day of the receipt of the resignation statement at the CP office where the contract was concluded.

**6.2** If the Customer resigns the participation in the tourist trip, or if the Customer does not commence the tourist trip for causes independent on the Tour Operator, CP reserves the right to demand the payment of sums constituting the equivalent of the actual participation costs, in the amount not exceeding the price set in the contract and in the present General Terms and Conditions of Tourist Trip Participation.

**6.3** The Customer also bears the resignation costs if the Customer fails to appear on the spot of the tourist trip commencement or/and at the time specified in the tourist trip documents.

**6.4** If the Customer has already received entrance tickets for the selected tourist trips or other events such as theatre performances, musicals, etc., in the case of the resignation the Customer will pay an administrative charge in the amount of 95% (ninety-five percent) of the total ticket price.

**6.5** The term “change of the contract” is understood as a change of the tourist trip operator, place of the accommodation, or the tourist trip itinerary, duration, program, price, manner of payment, and other contractual conditions mentioned in art. 14 par 2 of the Polish Act on Tourist Services. If the contract provides for the participation of several participants in a given tourist trip, even the resignation of only one of the participants entitles CP to make a new calculation of the tourist trip participation price for the remaining Customers.

**6.6** Prior to the commencement of the tourist trip, the Customer has the right to transfer the contractual rights and obligations onto any Third Party. The substitute should meet all the requirements necessary for the participation in the tourist trip. The Customer is under the obligation to inform CP in writing, on pain of nullity, about the change of the identity of the participant, before the tourist trip commencement.

**6.7** Any administrative charges connected with the Customer resignation and changes of the contract, and also the payments for the individual course of the tourist trip, are immediately payable.

## **7. Air Journey**

**7.1** Since July 16<sup>th</sup>, 2006, according to the Regulation /EC/ No. 2111/2005 of December 14<sup>th</sup>, 2005, the tour operator is under an obligation to inform the passengers travelling by plane about the identity of the air carrier providing the air transit. If on the day of contract conclusion the air carrier identity is still unknown, the Tour Operator is under an obligation to indicate provisionally the name of the supposed air carrier. As soon as the air carrier is determined, the Tour Operator will inform the Customer about the identity of the air carrier. If the air carrier is changed after the conclusion of the contract with the Customer, the Tour Operator will also immediately inform the Customer about the change of the air carrier. CP reserves the right to change the air lines and flight numbers. The list of air carriers subject to the air transit ban within the European Community is available at the website of the Civil Aviation Office of the Republic of Poland – [www.ulc.gov.pl](http://www.ulc.gov.pl)

**7.2** The data concerning the maximum luggage weight per Customer is included in the travel documents. Children under the age of 2 (two) are not entitled to carry separate luggage.

**7.3** The Customer is under an obligation to confirm the departure time at the airport 3 (three) days prior to the departure at the latest. If no such confirmation is made by the Customer, and CP, for independent causes, is unable to inform the Customer about a possible change in the departure time at the address and/or telephone number indicated in the contract, the Tour Operator shall not be liable to the Customer.

**7.4** The Customers participating in a tourist trip including an air transit should appear at the airport at least 2 (two) hours before the scheduled departure time.

**7.5** Transport of special luggage such as sport equipment, wheelchairs, etc., is permitted after advance notice to the appropriate air carrier and for an extra fee. Information concerning the prices for such a transport can be obtained at the given air carrier who is solely responsible for the organisation and realisation of the transport and for the collection of the fees. The transfer of the special luggage from the airport of destination to the hotel, or to the place of destination of the Customer specified in the contract is carried out at risk and expense of the Customer.

**7.6** The Customer bears the risk of forfeiture of money, valuables, technical devices and medicaments kept in the luggage transported by air. Possible damages and losses during air transport will be repaired in compliance with the provisions of the international air law. It is recommended to keep any valuables, i.e. money, medicaments, electronic devices, etc., in the hand luggage only.

## **8. Care at the Place of Destination and Tourist Trip Management**

During the realisation of the tourist trips operated by CP, the Customers are under the care of CP employees or persons/companies authorised by the Tour Operator.

## **9. Individual Tourist Trip**

The Customer can commission CP to organise an individual tourist trip, if the organisation of such an individual tourist trip is feasible. A contract specifying the duration and program of the individual tourist trip, and the set price along with the terms of payment, form the basis for the realisation of the given individual tourist trip.

## **10. Insurance during the Tourist Trip**

**10.1** All of the CP Customers are covered by the basic insurance regarding in particular the return of the payments made by the Customer in the case of a failure to perform the contractual obligations by the tourist trip operator. In the case of participation in tourist trips organised by CP, the cost of the above insurance is always included in the tourist trip price.

**10.2** The guarantee amount of the above insurance is the equivalent of 100,00 EUR per 1 (one) Customer

**10.3** The scope of the above insurance constitutes the basic insurance variant resulting from the contents of the General Terms and Conditions of Travel Insurance that form an annexe to the insurance agreement concluded by CP with Signal Iduna Polska Towarzystwo Ubezpieczeń SA on April 13th, 2009.

**11.** CP recommends to all of its Customers the conclusion of an individual health, and casualty insurance agreement, as well as a supplementary insurance agreement of a broader scope, including the insurance against the tourist trip resignation costs.

## **12. Termination of Contract by the Tour Operator**

**12.1** CP has the right to terminate the contract for the tourist trip organisation 15 (fifteen) days prior to the commencement of the tourist trip at the latest, by submitting to the Customer the appropriate written notice, if:

a) the required total number of the tourist trip participants, or the number of the tourist trip participants specified in the CP offer, or in the tourist trip confirmation, has not been reached;

b) a *force majeure* incident occurs. If the termination of contract is the result of such an incident, CP undertakes the obligation to return all the payments made by the Customer free from any deductions of administrative charges.

**12.2** CP has the right to terminate the contract for a tourist trip organisation by submitting to the Customer the appropriate written statement if the realisation of the tourist trip is hindered by the Customer. The term 'hindrance by the Customer of the tourist trip realisation' is understood as such actions of the Customer that are contradictory to the legal order of the Republic of Poland, decorum, and the principles of social intercourse. In such actions of the Customer constitute the grounds for the termination of the contract, CP preserves the right to request the payment of the full price of the tourist trip.

**12.3** If the contract is terminated for causes dependent on CP, the Customer can submit a statement to the effect that the Customer expects that CP offer to the Customer a tourist service of at least the equivalent value. If CP has such an offer at its disposal, it is under an obligation to fulfil such a request, with reservation that the Customer does not have to bear any additional costs. The Customer should submit the above statement immediately after the receipt of the contract termination statement. If the Customer does not exercise the right to the participation in the other tourist trip, the Customer will immediately receive the refund of the amounts paid against the participation in the tourist trip that was not realised for causes dependent on CP.

### **13. Extraordinary Circumstances and Force Majeure Incidents**

**13.1** If the realisation of the tourist trip is substantially hindered, or imperilled by a *force majeure* incidents, such as war, natural calamity, etc., both the Customer and CP have the right to terminate the contract for the tourist trip organisation.

**13.2** If the *force majeure* incident occurs prior to the commencement of the tourist trip, CP is under an obligation to return to the Customers immediately the whole amount paid by the Customers against the tourist trip participation.

**13.3** If the termination of the contract due to the *force majeure* incident takes place after the commencement of the tourist trip, CP is under an obligation to undertake all the necessary steps to ensure the return trip for the tourist trip participants, provided that under the provisions of contract CP was obligated to ensure the return trip for the participants.

### **14. Liability**

**14.1** CP undertakes to perform the contract for tourist services provision with due diligence, taking into account the type and professional character of its business activity.

**14.2** CP is liable for a failure to perform, or for inadequate performance of, the contract for tourist services provision, unless the failure to perform, or inadequate performance of, the contract is caused solely by action or omission by the Customer, action or omission by any Third Party not involved in the provision of the services stipulated for in the contract; if the above actions or omissions could be neither foreseen nor prevented, and unless the failure to perform, or inadequate performance of, the contract is caused by the *force majeure* incidents. The exemption of CP from the liability for a failure to perform, or inadequate performance of, the contract, does not discharge CP from the duty of providing help and assistance for the injured Customer during the tourist trip.

**14.3** CP is not liable for losses and damages resulting from the participation of the Customer in ventures and other events during the tourist trip that are not organised by CP.

**14.4** In compliance with the terms of the appropriate valid law CP limits its liability for a failure to perform, or inadequate performance of, the services during the tourist trip to the amount equivalent to the double price of the tourist trip in relation to each Customer. This limitation does not apply to the injuries to the person.

## **15. Obligation to Collaborate**

**15.1** If during the tourist trip the Customer observes inadequate performance of the contract, the Customer is under an obligation to inform CP and the particular inadequate service provider immediately. If it is not possible to inform a CP representative about the circumstances that hinder, or preclude, the performance of the contract, then the appropriate notice should be submitted immediately to one of CP collaborators (e.g. transport companies or hotels), at the business address indicated in the contract.

**15.2** If the tourist trip participant (Customer), through his own fault exclusively, desists from informing about the circumstances hindering or precluding the performance of the contract, the Customer loses the right to assert a claim in virtue of the failure to perform, or inadequate performance of, the contract by CP.

**15.3** CP expects that the Customers will collaborate with the Tour Operator so as to realise the tourist trip in compliance with the contract concluded by CP and the Customers. Therefore, the Customer collaboration should find expression in:

\* possession of the passport valid for the whole duration of the tourist trip and for the period of 6 (six) months after the termination of the tourist trip (or valid ID in the case

of EU citizens); it should also be noted that in certain cases the validity period has to be at least 12 (twelve) months after the tourist trip termination;

\* possession of a valid visa (if required);

\* fulfilment of other requirements authorising the Customer to stay in the country of destination of the given tourist trip;

\* possession of the travel documents provided by CP.

**15.4** The Customer is responsible for the fulfilment of other requirements, and in particular health requirements enabling the Customer to participate in the tourist trip without any damage to the health of the Customer and of the other participants of the tourist trip.

## **16. Complaints and limitation of actions**

**16.1** Any claims by virtue of the failure to realise the tourist trip according to contract should be submitted in writing within the period of 1 (one) month of the termination of the tourist trip specified in the contract to the tourist trip operator directly, or through the travel agency where the contract for the organisation of the tourist trip was concluded. After the expiration of this term, the Customer can only advance a claim if the Customer, without his own fault, was not able to abide by the appointed term. Complaints by the Customers will be considered by CP within the periods of time prescribed by the appropriate valid laws.

**16.2** The claims vested in the present contract are subject to limitation according to the general provisions of the Polish Civil Code. The flow of the time of limitation is suspended from the moment of effective advancement of the claim to the day on which CP, in writing, refers the claims advanced by the Customers.

## **17. Passport, Visa, Customs, Currency and Health Protection Provisions**

**17.1** CP is responsible for informing the Customers, prior to the commencement of the tourist trip, about the appropriate passport, visa, and sanitary regulations valid in the country of destination and the possible modifications thereof. More detailed information and advice is available at the CP office.

**17.2** The Customer takes upon himself the responsibility for the necessary compliance with any valid and material regulations required for the realisation of the tourist trip. The Customer is liable for any damages resulting from the failure to comply with the above regulations, and in particular the Customer is charged with the request for the payment of the tourist trip resignation costs, except for the damages resulting from invalid or deficient information provided by CP.

**17.3** CP hereby informs that it is allowed to travel within the European Community on the basis of the ID. Children have to possess their own identity document, i.e. the passport, or they can be registered in their parents' passports. Children registered only in their parents' ID's may not cross international borders.

## **18. Negotiations by Means of Electronic Communication Devices**

**18.1** The provisions of the present part of the General Terms and Conditions of Tourist Trip Participation are applied if, prior to the conclusion of contract, negotiations are run by means of electronic communication devices, such as the telephone, fax, e-mail and Internet. By submitting an offer to purchase a tourist trip by means of the above communication devices, the Customer agrees to conduct the negotiations with the use of the electronic communication devices.

**18.2** By means described in 18.1 the Parties may conduct only the negotiations.

**18.3** If the Customer submits an offer to conclude the contract by the telephone, the Tour Operator sends to the Customer the General Terms and Conditions of Tourist Trip Participation and the calculation of the purchase price for the given tourist service.

**18.4** As soon as the Customer submits the offer for the conclusion of the contract by means of the above electronic devices, the Tour Operator makes the preliminary reservation of the Customer application. The preliminary reservation is binding upon the Tour Operator for the period of 48 (forty-eight) hours. The reservation is made on condition that the Customer fulfils the requirements specified in the present clause; in particular, the reservation is made on condition that the Customer makes the required payment. If the Customer does not fulfil the requirements specified in the present clause, the contract is not concluded and the reservation is cancelled. The preliminary reservation is made at risk and expense of the Tour Operator. If the contract is not concluded within the period of 48 (forty-eight) hours, the Parties resign any mutual claims.

**18.5** The Customer conducting the negotiations with the use of the above electronic communication devices is obligated to:

a) pay the tourist trip purchase price indicated in the tourist trip confirmation. The payment is effected by means of a bank transfer to the CP bank account. The bank transfer certificate should be faxed at the fax number indicated by CP. The certificate should be faxed within 24 (twenty-four) hours of the receipt of the reservation certificate sent by CP;

b) confirm in writing the acceptance of the General Terms and Conditions of Tourist Trip Participation. The confirmation is done by means of signing the document received from CP. The signed document has to be send by fax along with the bank transfer certificate. The original of the document has to be send back at the address indicated by CP within 7 (seven) days of its receipt at the latest. In the case of the 'last minute' services, the signed document has to be delivered to CP representatives immediately on arrival.

**18.6** The contract is concluded as soon as the payment for the tourist trip is effected in compliance with the section 5 a) of the present clause. The payment for the tourist trip is effected on the basis of the tourist trip confirmation. The payment is tantamount to the acceptance of the General Terms and Conditions of Tourist Trip Participation proposed by the Tour Operator.

**18.7** If no such confirmation of the acceptance of the General Terms and Conditions

of the Tourist Trip Participation is received in the manner stipulated for in the section 5 b) of the present clause, the Tour Operator is entitled to terminate the contract without abiding by the term of expiration.

**18.8** The contract is performed within the period specified in the tourist trip confirmation. The contract is concluded for a specified period of time and expires on the day indicated in the tourist trip confirmation as the day of the return of the Customer from the tourist trip.

**18.9** The above provisions violate neither the regulations of the Consumer Rights – Consumer Protection Act, nor the regulations concerning the liability for injury by dangerous product.

## **19. General Provisions**

Invalidity of individual provisions of the contract does not infringe the validity of the whole contract. This applies also to the present General Terms and Conditions of Tourist Trip Participation. The Parties agree to settle out of court any disputes resulting from the performance of the contract. If no agreement is reached between the Parties, such disputes will be settled by the materially and territorially appropriate common court of law.

**19.1** Annexes for this contract:

- (a) itinerary
- (b) voucher
- (c) contract – declaration
- (d) confirmation of tour reservation

**Cracow Planet - Zebra Sp. z o.o.**

***(Tour Operators and Travel Agencies Register of the Marshal of the Malopolskie Province, entry no. Z/17/2006)***