

BOOKING TERMS & CONDITIONS

THE BOOKING CONTRACT

Your booking is confirmed and a contract exists when the Tour Operator or your travelits disclosed agent issues a written confirmation after receipt of the applicable deposit amount. Please check your confirmation carefully and report any incorrect or incomplete information to the Tour Operator or authorizedits disclosed agent immediately. Please ensure that names are exactly as stated in the relevant passport.

You must be at least 18 years of age to make a booking. You agree to provide full, complete and accurate information to the Tour Operator.

BOOKING ON BEHALF OF OTHERS

By booking on behalf of other participants, you are deemed to be the designated contact person for every participant included on that booking. This means that you are responsible for making all payments due in connection with your Tour booking, notifying the Tour Operator or your travel agent if any changes or cancellations are required and keeping your party informed.

By booking on behalf of another person or persons, you represent and warrant that you have obtained all required consents. You are responsible for verifying that any information you provide on behalf of another participant is complete and accurate and the Tour Operator will under no circumstances be liable for any errors or omissions in the information provided to complete a booking.

SPECIAL REQUIREMENTS

Any special requirements must be disclosed to the Tour Operator at the time of booking. The Tour Operator will use reasonable efforts to accommodate special requirements or requests but this is not always possible given the nature of the destinations visited and availability of options outside a planned itinerary. Certain activities may be inaccessible to you if your mobility is limited in any way. All food allergies and dietary restrictions must be disclosed to the Tour Operator at the time of booking but the Tour Operator cannot guarantee that dietary needs or restrictions can be accommodated. Any special requests or requirements do not form part of these Terms or the contract between you and the Tour Operator and the Tour Operator is not liable for any failure to accommodate or fulfill such requests.

MANDATORY INSURANCE REQUIREMENTS

You must have travel insurance with a minimum medical, evacuation and repatriation coverage of 10 000 EUR. This insurance must cover personal injury and emergency medical expenses.

PRICES, SURCHARGES AND TAXES

Tours are priced and advertised inclusive of applicable taxes. The Tour Operator will not increase the price of your Tour after you have paid in full. Prior to this time, the Tour Operator reserves the right to amend the price of unsold holidays at any time and correct errors in the prices of confirmed holidays. The Tour Operator also reserves the right to increase the price of confirmed holidays solely to allow for increases which are a direct consequence of changes in: Tours are priced and advertised inclusive of applicable taxes.

- The price of the carriage of passengers resulting from the cost of fuel or other power sources;
- The level of taxes or fees applicable to the holiday imposed by third parties not directly involved in the performance of the holiday, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports;
- The exchange rates relevant to the package.

VALIDITY

All dates, itineraries and prices of Tours are subject to change at any time and the current price will be quoted and confirmed at the time of booking, subject to any surcharges that may be levied in accordance with these Terms. You acknowledge that you are responsible for keeping up to date on the specific details of your Tour and any other products or services.

AIRFARE

Tour prices do not include international or other airfare unless expressly mentioned in the Tour's descriptions.

CANCELLATION BY THE PARTICIPANT BEFORE DEPARTURE

You may cancel your booking by notifying the Tour Operator. Cancellation fees, if any, will be determined with reference to the date on which notice of cancellation is received by the Tour Operator and are expressed as a percentage of the total price paid for the cancelled Tour, product or service (excluding any insurance products).

Cancellation of a Tour:

- Cancellation received 30 days before departure: all the payments will be refunded.
- Cancellation less than 30 days before departure: all the payments will be held by the Tour Operator in accordance with these Terms

GUARANTEED DEPARTURES, CHANGES & CANCELLATION OF A TOUR BY THE TOUR OPERATOR

Our trips are guaranteed to depart once they have one fully paid traveller unless minimum group size specifically states otherwise. We may cancel a trip at any time prior to departure if, due to terrorism, natural disasters, political instability or other external events it is not viable for us to operate the planned itinerary. If we cancel your trip, you can transfer amounts paid to an alternate departure date or receive a full refund.

If the Tour Operator makes an insignificant change to your holiday, it will make reasonable efforts to inform you. Examples of insignificant changes include change of accommodation to another of the same or higher standard (where specific accommodation was identified to you), changes of carriers.

TRAVEL DOCUMENTS

It is your responsibility to obtain information and to have in your possession all the required documentation and identification required for entry, departure and travel to each country or region. You accept full responsibility for obtaining all such documents, visas and permits prior to the start of the Tour, and you are solely responsible for the full amount of costs incurred as a result of missing or defective documentation.

CHANGES MADE BY YOU & TRANSFERS OF BOOKING

Changes made by you: If you wish to change any part of your booking after our confirmation invoice has been issued, you must inform the Tour Operator in writing as soon as possible. This should be done by the first named person on the booking. Any changes to a booking depend on availability and are subject to the Tour Operator's approval and these Terms. Any extra costs incurred for making the change will be charged to you along with an administrative fee, and you should be aware that these costs could increase the closer to the departure date that changes are made. Cancellation of any Tour, product or service included in a booking will not be considered a change for purposes of this section and will be governed by the applicable cancellation terms.

OUR RESPONSIBILITIES

Tour Operator is responsible for the proper provision of all travel services included in your package, as set out in your confirmation invoice. Subject to these Booking Conditions, if the Tour Operator or its suppliers negligently perform or arrange those services and the Tour Operator doesn't remedy or resolve your complaint within a reasonable period of time, the Tour Operator will pay you reasonable compensation. Please note that it is your responsibility to show that the Tour Operator or its supplier(s) have been negligent if you wish to make a claim against the Tour Operator.

The Tour Operator will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:

- the acts and/or omissions of the person affected; or
- the acts and/or omissions of a third party unconnected with the provision of the services contracted for and which were unavoidable and extraordinary; or
- Force Majeure

FORCE MAJEURE

Except where otherwise expressly stated in these Terms, the Tour Operator will not be liable or pay you compensation if its contractual obligations to you are affected by "unavoidable and extraordinary circumstances" meaning any event beyond the Tour Operator's control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, labor difficulties, interference by authorities, political disturbance, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside the Tour Operator's or the supplier(s) concerned's control.

IMAGES AND MARKETING

You agree that, while participating in any Tour, images, photos or videos may be taken by other participants, the Tour Operator or its representatives that may contain or feature you. You consent to any such pictures being taken and grants a perpetual, royalty-free, worldwide, irrevocable license to the Tour Operator, its contractors, sub-contractors and assigns, to reproduce for any purpose whatsoever (including marketing, promotions and the creation of promotional materials by or with sub-licensees), in any medium whatsoever, whether currently known or hereinafter devised, without any further obligation or compensation payable to you.

PRIVACY POLICY

The Tour Operator must collect your personal information to deliver the Tour and any products or services booked. The Tour Operator collects, uses and discloses only that information reasonably required to enable the Tour Operator and its Third Party Suppliers to provide the particular Tour, products and/or services. By submitting any personal information to the Tour Operator, you indicate your acceptance of the Tour Operator's Privacy Policy.

CONTRACT PARTIES & SUCCESSORS

These Terms will inure to the benefit of and be binding upon the parties and their respective heirs, legal and personal representatives, executors, estate trustees, successors and assigns.

REGISTERED ADDRESS

TravelMe Sp. Z o.o. Dunajewskiego 6 m.LOK.33.1, 31-133 Krakow, Poland

Civil District Court of Krakow (Sąd Rejonowy dla Krakowa) is adequate for any unsolved claims.