

Regulations for the provision of tourist services and events

Filosol s.c.

33 – 300 Nowy Sącz, Westerplatte 23

§ 1 (Terms of Use)

The following regulations are valid for all tourist services and events provided by the Organiser, bought by the Tourist through an Internet portal.

§ 2 (Definitions)

The following terms are defined as such in the Regulations:

1. Organiser: Filosol s.c. based in Nowy Sącz, Westerplatte 23 , NIP 7343227066

The Office of the Organiser, which deals with customer service issues of the Tourist, including complaints and reimbursements, is based at Biuro Poland Travel: ul. Wielopole 18B , Kraków, info@polandtraveltours.com

2. Poland Travel – trademark belonging to the Organiser with which it provides tourist services and events.

3. Regular event – a tourist event that is a part of the Organiser’s standard offer.

4. Private event – a tourist event that is organized at the special request of the Tourist.

5. Confirmation of reservation – the form sent to the Tourist by the Organiser via email if the Tourist makes a reservation to take part in a tourist event organized by the Organiser.

6. Tourist – each person that reserves and/or takes part in a tourist event organized by the Organiser.

7. Internet Portal – internet service located at:

www.polandtraveltours.com

www.krakowtraveltours.com

www.warsawtraveltours.com

www.wroclawtraveltours.com

www.gdanskadventure.com

that displays a catalogue of tourist events provided by the Organiser and allows users to register for events.

8. The Tour Leader – the person chosen by the Organiser who oversees the tourist event in the name of the Organiser.

§ 3 (Reservations)

1. Reservations may be made by the reservation form available on the Internet Portal or email.

2. When making a reservation the Tourist is required to provide the following contact information: name, surname, telephone number, number of participants, date of the event, e-mail

3. Proof of reservation and payment for the service is:
e-mail proof of reservation sent to the Tourist by the Organiser via email after the Tourist makes the reservation.

4. A Tourist whose ticket/voucher or proof of reservation has not been fully paid is required to pay the remaining fee for the event he or she is participating in to the Tour Leader. Failure to pay the remainder of the fee is grounds for the Organiser to break the contract with the Tourist with the fault of the latter, without providing another deadline to pay the remaining fee. A Tourist who has not paid the full fee will not be allowed to participate in the tourist event.

§ 4 (Terms of Payment)

1. In the event that a reservation is made, the form of payment and pay-by date for the tourist event will be decided upon individually and then confirmed via email or a different mode decided upon by both Parties. If the Tourist confirms with the Organiser that a part or full payment will be made at the start of the tourist event, this will be marked on the proof of reservation.

§ 5 (Cancellation of the service)

1. The Tourist has the right to cancel an unpaid reservation free of charge up until 07:00 pm on the day preceding the tourist event (this applies only to regular events). In the case of private events cancellations must be made at least 3 days prior to the date of the event and during the office hours of the Organiser.

2. Only in special circumstances may the Tourist change the date of the paid reservation, and this can be done no later than 07:00 pm on the day preceding the tourist event (this applies only to regular events). In the case of private events the change must be made at least 2 days before the date of the tourist event and during the office hours of the Organiser.

3. In the case of change as specified in point 2 above, the Tourist will be informed of any possible additional costs of the tourist event on the new date. If the Tourist does not agree to the additional costs, he or she may cancel their reservation free of charge.

4. In the cases mentioned in the Tourist Services Act of 2004 No. 223 article 2268 with later changes, the Organiser has the right to change the price of the tourist event if he or she documents the reasons as specified in the Act for raising the price.

5. The Tourist may submit a declaration of cancellation of reservation for the tourist event for reasons that are not the fault of the Organiser. The Organiser reserves the right to charge a fee that reflects the real costs of preparing the tourist event as well as staff costs associated with it.

§ 6 (The realization of the tourist event)

1. In the case of tourist events in which the Tourist is to be picked up from a given location, the Tourist should wait for the bus in front of the building at the time specified in the reservation. The Organiser wishes the Tourist to consider the possibility of a 15 minute delay if there is heavy traffic.

2. In the case of tourist events which have a location of pick-up specified by the Organiser, the Tourist should wait at the location specified by the Organiser.

3. In the case that the Tourist does not show up at the specified location the Driver/Tour Leader/Guide will try to determine the whereabouts of the Tourist. If the whereabouts of the

Tourist are unknown and the schedule of the event does not allow for further delays – then the Driver/Tour Leader/Guide has the right to leave the pick-up point or start the tour with the rest of the group; in this case the Tourist is liable for the costs associated with this situation – the above situation entitles the Organiser to immediately break the contract with the Tourist with the fault lying with the latter.

§ 8 (Complaints & Reimbursements)

1. The Tourist has the right to file a complaint that may be submitted and considered on the basis of the Tourist Services Act of 2004 No. 223 article 2268 with later changes. Complaints may be submitted to the following email address:

info@polandtraveltours.com

2. If during the tourist event the Tourist confirms that the contract has not been properly executed, he or she should immediately inform the Tour Leader about this, or in his or her absence, the Driver or Organiser. In the event where the above is not possible, the Tourist is obliged to inform the Organiser no more than 7 days after the end of the tourist event.

3. Independently of that mentioned in point 2, the Tourist may file a complaint to the Organiser pointing to the infringement made in the delivery of the contract no later than 30 days after the end of the tourist event.

4. The Tourist may file a complaint in written form at the office of the Organiser, via email to info@polandtraveltours.com or in person at the sales centre of ticket/voucher purchase, indicating the fault with the realisation of the tourist event, along with the date, location and a detailed description.

5. The Organiser will deal with the complaint within 30 days of its submission, and in the case of complaints filed during a tourist event – within 30 days after the end of the tourist event.

6. In the case that a complaint is not upheld, it will be dismissed and the Tourist will be informed of this decision as well as the reasons for its refusal.

§ 9 (Personal information)

1. The administrator of personal information given by the Tourist in making the reservation is the Organiser – **Filosol s.c.**

2. The Tourist is entitled to access his or her personal information and has the right to change them. The Tourist may at any point resign from giving permission to use his or her personal information for marketing purposes as well as resign from receiving marketing information via email by submitting a declaration in the office of the Organiser, or via email to info@polandtraeltours.com

3. All Clients personal information may be used only for contact purposes regarding the tourist event.

4. All Clients personal information (name, surname, telephone number, email address) provided by the Client using the websites will not be shared or sold to third parties for any purpose.

§ 10 (The right to transfer rights to participate in a tourist event)

1. The Tourist may, without the consent of the Organiser, transfer the rights to another person fulfilling the conditions of participating in a tourist event, if the person accepts all the responsibilities of the contract.
2. The transfer of rights and responsibilities as mentioned in point 1 is effective in terms of the Organiser if the Tourist informs him of this no later than 07:00 pm on the day preceding the tourist event.
3. The Tourist and person accepting the rights of the contract are jointly responsible for any remaining fees to be paid for participation in the event and any additional costs incurred by the Organiser as a result of changing the participant of the tourist event.

§ 11 (Contract changes/cancellation of a tourist event)

1. If the Organiser – before the start of the tourist event – is forced for reasons beyond his control to change essential terms of the contract between him and the Tourist, he must inform the Tourist immediately.
2. In such case the Tourist should immediately, but no more than within 3 days or no later than 24 hours before the start of the tourist event, inform the Organiser if:
 1. He or she accepts the proposed changes to the contract, or
 2. He or she rejects the contract with the immediate return of all proof of reservation or payment and without the Organiser incurring the responsibility of costs. No response on the part of the Client within the specified time limit to inform the Organiser is treated as an acceptance of changes in the contract
3. The Organiser retains the right to cancel a tourist event no less than 7 days before the start of the event if there is an insufficient number of tourists needed to organise the tourist event or because of Acts of God – in which case the Organiser must immediately inform the Tourist.
4. The minimum number of participants in a tourist event is 1 person.
5. On the basis of conditions in the Tourist Services Act of 2004 No. 223 article 2268 with later changes, the Tourist does not retain the right to demand compensation from the Organiser for not following through with the contract in the case that the Organiser cancels the tourist event due to Acts of God or an insufficient number of participants needed to organise the tourist event.

§12 (Final Declarations)

1. All relations between the Tourist and the Organiser fall under Polish law.