

**General Terms and Conditions of Tour Sales at CHERRY TOUR, s.r.o.**  
also applicable to accommodation in caravans and mobile homes, effective from 11-12-2010

**I. Preamble**

- 1) CHERRY TOUR s.r.o. travel agency (hereinafter referred to as the "TA" only) is a tour operator for both foreign and national tour stays, the company is concerned with arrangements of national and foreign travel and sales of products contracted from other travel agencies, insurance services and other additional services within travel and tourism (hereinafter referred to as "Services" only).
- 2) These General Terms and Conditions represent an integral part of every Travel Agreement (hereinafter referred to as "TG" only) concluded between the Client and the TA, to amend the utilisation of the Service by the Client as supplied by the TA. The subject matter of these General Terms and Conditions (hereinafter referred to as the "GTC" only) shall comprise the amendment of relationship between the TA and its Client, that be valid and effective as of the moment of booking up to the full utilisation and expiration of the Service purchased.
- 3) The relationship between the Client and the Service provider, where the TA serves the role of an authorised agent only (travel agency) shall be amended by the General terms and Conditions of the Service provider submitted the Client upon signing of the TG.

**II. Booking, Travel Agreement, Payment Terms**

- 1) The Client may proceed with the booking of Service by any means of communication with the TA's office, or via duly authorised agents subcontracted by the TA. The booking shall be valid as agreed, within the maximum period of 7 days only. The latter period shall apply to the Client to submit their order, or to make the necessary arrangements at the TA's office in person, or the duly authorised subcontracted agent of TA respectively. Any failure to do so shall render the booking void upon expiration of the above defined period.
- 2) An order of Services shall become binding only after the payment of deposit equal to 50% of the quoted price. The amount shall be paid upon signing of TG or effected to the TA's bank account within the maximum period of 7 days following the signing of TG or submission of the order. The variable symbol to be used shall match the order number or the invoice reference number respectively.
- 3) The Client's entitlement for utilisation of the Service shall be established upon completion of settlement of the Service price in full, as defined herein. The Client shall settle any outstanding balance of such payment 30 days prior to commencement of the Service utilisation at latest, otherwise the TG shall become void and the financial settlement shall be conducted in accordance with these GTC. Following the clearance of full payment, the Client shall receive the Voucher at least 7 days prior to the commencement of stay, the Voucher shall entitle the Client to utilise the Service purchased.
- 4) Any contractual obligations of other persons listed in the TG shall be the responsibility of the signing Client (the party ordering). The Service specification shall be based on data from the catalogue of the TG, websites or any other promotion materials and included within the TG.

**III. Price, Price Change**

- 1) The price of Service shall be agreed between the Client and the TA, it shall be stated in the TG and determined in accordance with the promotion material of TA that provides specification of the scope thereof.

- 2) The TA shall have the right to use the period of 20 days prior to the Service utilisation commencement to raise the price in case of adverse development of circumstances with respect to any of the following:
  - a) transport costs with respect to fuel prices
  - b) payments associated with transport that are already included in the Service price
  - c) the exchange rate of the Czech koruna exceeding the level of 10%
  - d) accommodation prices

The relevant written notification of the above must be sent to the Client at least 21 days prior to the commencement of planned Service utilisation.

#### **IV. Rights and Duties of the Client**

- 1) The Client shall have the right to:
  - a) request the provision of all the Services duly paid for and listed in the TG
  - b) receive timely and complete information on services provided by the TA, any potential changes of circumstances or agenda, any changes of dates, the scope of Service and the price of the holiday.
  - c) claim any potential defects or deficiencies incurred in association with the services provided immediately at the TA's representative and to demand a remedy. Should such deficiencies or defects could not be resolved and removed on site, the aggrieved party shall complete a report with the TA's delegate, including his/her statement. The claim, accompanied by a duly completed report, shall be submitted to the TA without any unnecessary delay, yet within the maximum period of 3 months following the completion of Service utilisation. No claim can be submitted in such cases, when: a) the said defects or deficiencies had been caused or incurred by the acts of Client, b) any failure to provide the Service or any insufficient provision thereof had been caused by a third party not involved in provision of the agreed Service, c) the deficiencies or defects represent consequences of unpredictable acts of Force Majeure. Acts of Force Majeure shall include such circumstances that occurred due to unexpected or irreversible circumstances of special nature that impair proper provision of the originally agreed Service. Any acts of Force Majeure, e.g. extreme weather effects, quarantine, war conflict etc. shall relieve the TA from its obligations to provide the Service, either partially or fully, or to provide a financial compensation.
  - d) withdraw from the CS at any time prior to commencement of the Service utilisation, as defined in Section VI herein.
- 2) The Client shall be obliged to:
  - a) settle the full price applicable to all the Services as ordered
  - b) procure a valid travel document, or the relevant travel visa, where applicable, and to comply with passport, customs, medical and other regulations valid in the country of destination; any costs incurred due to the Client's failure to comply with such regulations shall be borne by the Client
  - c) adhere to the instructions for tour participants and guidance from the guide, delegate or any other person authorised by the TA as the person responsible for the tour
  - d) report any damages to the relevant representative of TA immediately
  - e) ensure an accompaniment and supervision for any person under 15 years of age, by means of an adult participant, during the utilisation of Service; the same shall apply to persons that require such care due to their health condition; they should submit the consent from a legal guardian of any Client aged 15-18 in case, where such guardian is not present on the tour.

## **V. Rights and Duties of TA**

- 1) The TA shall have the right to:
  - a) amend the Terms and Conditions of the TA, if required due to serious matters, and present the new amendment to the Client. The TA shall not be obliged to inform the Client of the reason for such amendment, except for the reason to justify any price increase. However, if such amendment proposed by the TA shall result in a change to the Service, the new amendment of Terms and Conditions proposed shall include the new price amount. Following the delivery of proposal of new amendment of Terms and Conditions, the Client shall have the right to decide about the potential withdrawal from the TG, within the period of 5 days. Should the Client waive to withdraw from the TG, the amendment proposed by TA shall be deemed accepted. The right to withdraw from the TG shall not apply in case the subject matter of the said amendment is limited to the price of tour as defined in Section III herein.
  - b) cancel the entire tour in case of insufficient number of clients booked. Such fact shall be notified to the Client at least 3 days prior to the planned commencement of the stay and the Client shall receive full refund of all the monies paid. Any facultative trips can be cancelled due to an insufficient number of clients interested even during the stay.
- 2) The TA shall be obliged to:
  - a) ensure provision of all the services included within the price of the tour; any failure to ensure the said provision shall result in establishment of alternative measures.
  - b) to attend to any justified claims and complaints from the Client during the utilisation of Service by means of the TA delegate to make every effort possible to ensure immediate remedy or provision of corresponding alternative solutions.

## **VI. Termination of Travel Agreement**

- 1) The TA shall be entitled to withdraw from the TG only in cases expressly stated herein or defined by generally binding legal regulations.
- 2) The Client shall have the right to withdraw from the TG in writing – submitted by recorded mail – at any time prior to the commencement of tour or stay, without the need to state any reasons, the contractual relationship shall be abolished and the Client's attendance cancelled on the day of delivery of the written notification (cancellation notice) to the TA. The Client hereby acknowledges that such withdrawal from the TG incurs harm to the TA in terms of the need to cover further costs. To compensate for such harm, both contractual parties hereby agree on contractual compensation (cancellation fee) that the Client undertakes to pay upon his/her withdrawal from the Travel Agreement. The amount of cancellation fee shall be determined using the price of the tour (stay) and that be calculated depending on the number of days between the withdrawal date and the tour (stay) commencement:
  - a) 10% for a period under 30 days
  - b) 40% for a period between 29 and 15 days
  - c) 70% for a period between 14 and 5 days
  - d) 90% for a period between 4 and 1 day

In case of the period not being even 1 day, or if the Client has not commenced the tour (stay) on the agree date and time, or if the Client has committed a breach to the customs, passport or foreign currency amending regulations that prevents him/her

from attending the tour (stay), the TA shall keep 100% of the price amount paid. The cancellation fee shall not be charged, if the Client finds a suitable substitute. The TA shall charge the Client the administration fee of EUR 10,- for any additional alteration of data in the application form. The person listed in the relevant notification shall become a new Client on the day of the notification delivery. Such notification shall contain the statement of the new Client to confirm his/her consent with the TG as concluded. Both the original and new Clients shall be jointly liable for settlement of the Service price.

#### **VII. Conditions of Stay in Tents, Caravans and Mobile Homes of TA**

- 1) The Client shall be entitled to make use of caravan, mobile home and other accessories (hereinafter referred to as "Facilities" only) for leisure purposes within the agreed period of time and obliged to hand all the Facilities back in the original condition. The Facilities may be only used to accommodate persons listed in the TG and the Voucher. The Client shall be forbidden to have any all-day visitors within the TA's premises.
- 2) The Client shall be obliged to keep the Facilities and their vicinity tidy and clean, to comply with instructions given by the delegate of the Ta and campsite staff; adhere to the campsite international code of conduct.
- 3) The Client shall undertake to pay the refundable deposit of EUR 100,- to the TA delegate. The deposit shall be refunded to the tenant upon expiry of the stay, minus the cost of potential damages incurred.
- 4) The Client shall be fully liable for any damages caused to the Facilities during the stay, any of damage, loss or destruction shall be remedied within the period of 14 days following the expiry of stay. The Client undertakes to pay the contractual penalty of 1% of the amount due for every day of delay, following the expiry of the period of 14 days given, unless the contractual parties agreed otherwise.
- 5) The Client shall be obliged to comply with provisions of §665 of the Civil Code to provide access to the Facilities for inspection purposes, if requested by the TA's delegate or any member of the campsite security service.
- 6) The Client may not convey the stay at the Facilities to any third party, to tamper the Facilities, to sue open fire or smoke within.
- 7) The Client shall be obliged to ensure sufficient security of his/her personal belongings from theft. The TA shall not assume liability for any potential theft problems.
- 8) The Client shall take the Facilities over from the delegate of TA on the day of stay commencement at 4 p.m., the Facilities shall be handed back on the last day of stay, at 10 a.m., unless notified otherwise.
- 9) In case of Facilities destruction (due to natural disasters, etc.), the TA shall reserve the right to cancel the stay affected at least 24 hours prior to the expected date of stay commencement as agreed. The Client shall receive full refund of monies paid, in such cases.
- 10) Any breach of provisions stipulated herein shall entitle the TA to terminate the Client's stay at Facilities, within 24 hours following the discovery of such breach and the Client shall not be entitled to receive any refunds. The deposit of EUR 100,- shall be kept by the TA in such case.
- 11) The Client shall have the right to submit any claims concerning the stay only in case, when the Facilities or its accessories do not comply with the material description stated in the promotion materials of the TA, such claim shall be effected at the delegate of TA as stipulated in Section IV herein.

### **VIII. Final Provisions**

- 1) The Client shall be liable for submission of correct personal details for both him/herself and the co-participants. The Client shall be aware of the information stated in the tours catalogue, or any information contained in additional offers submitted in writing. All the information and details contained within materials of the TA addressing services, prices and travel terms and conditions reflect the facts known at the time of their preparation and processing. The TA shall have the right to amend these terms and conditions according to occurrence of decisive circumstances.
- 2) The Client shall give their consent, on behalf of themselves and the co-participants, to processing of personal details stated in the Travel Agreement (in accordance with the Act 101-2000 Coll.) for the purpose of receiving offers related to services in tourism using the address of the Client or any of their co-participants.
- 3) These GTC shall come into effect as of 11-12-2010

Ostrava, date: 11-12-2010

Ing. Lukáš Třešňák  
Company Director