General Contract Conditions

I. Commencement of contractual relationship

I.1. Contractual relationship between the travel agency LIPTOUR cestovná kancelária, s.r.o. , having its seat at Štúrová ulica 1036/32, 031 01 Liptovský Mikuláš, and a client shall commence on the day of drawing up of „Confirmation / Proforma Invoice" and upon payment of the required sum within the defined period of time or time limit. This contractual relationship shall be governed by regulations of the Slovak Republic, namely by the provisions of the Civil Code and the Act of the National Council of the SR No. 281/2001 Coll. on package tours, conditions for enterprise activities of travel agencies and on amendment of the Civil Code, as amended by later regulations.

I.2. General contract conditions (hereinafter referred to as „GCC") shall become binding on a client after written confirmation of order and after the payment of the required sum within the defined period of time or time limit. The client thereby confirms that he is familiar with the GCC and he fully understands and accepts them. The Client agrees and acknowledges that he represents and acts on behalf of all the persons listed in the Order Form.

I.3. Stays organized by LIPTOUR cestovná kancelária, s.r.o. are covered by the policy of the mandatory contractual insurance of package tours in terms of travel agency's bankruptcy, which policy has been established with the insurance company Europäische Reiseversicherung, AG. The scope of insurance coverage is in accordance with § 9 of Act No. 281/2001 Coll. of the NC of the SR on package tours, conditions for enterprise activities of travel agencies and on amendment of the Civil Code, as amended by later regulations.

II. Rights and obligations of LIPTOUR cestovná kancelária, s.r.o.

II.1. LIPTOUR cestovná kancelária, s.r.o. shall be obliged:

- to inform truthfully, comprehensibly and clearly about all circumstances of stay or other services provided, which are known to the agency and may influence the decision-making of an interested party on purchase of services;
- immediately after receiving the written order from a client (through mail or fax), to draw up a document „Confirmation / Proforma Invoice" that will include the following particulars: names and surnames of all participants, dates of birth of all participants, length of stay, name and class of the hotel, scope and mode of catering (if applicable), location, exact price calculation as per the number of adult persons and children, as well as the total price of stay including the time schedule of payments and the amount of advance payment;
- having received the total price for services ordered, to send a voucher which serves as a document of payment of services;
- to provide the client with complex services as ordered and paid by him in advance.

II.2. LIPTOUR cestovná kancelária, s.r.o. shall have the right:

- to charge cancellation fees after cancellation by the client of the ordered services according to the point IX;
- in special cases (e.g. technical and operational problems in an accommodation facility, and the like), to change the place and time period of rendering services, and the agency shall be obliged to offer to such client either the services of the same or higher standard or, based on agreement with the client, to refund the entire amount to him. If the alternate services are at lower costs than the original ones, LIPTOUR cestovná kancelária, s.r.o. shall pay to the Customer the difference in price. Allocation of rooms falls explicitly within competence of the respective hotel, and LIPTOUR cestovná kancelária,s.r.o. has no influence on allocation of rooms;
- to charge a fee for change in data (name, term, hotel) after a document „Confirmation / Proforma Invoice" has been sent, namely in the amount of 25 €,- for each change;
- in special cases (e.g. technical and operational problems in an accommodation facility etc.), to accommodate a client in another hotel of the same or higher category.

III. Rights and obligations of the Customer

III.1 The Customers shall have the right to:

- be provided with the proper and timely services ordered;

- have personal data, furnished to LIPTOUR cestovná kancelária, s.r.o. and necessary for ordering of individual services, protected against unauthorized person;
- obtain all necessary information about the confirmed and paid services prior to payment of an advance (or the entire sum respectively);
- get additional information, unless it is available at the website www.liptour.sk or in the catalogue;
- be informed about any change in the ordered services (a change of hotel, term, price)
- carry out any change in the ordered services for a fee of of 25 €,- for each change
- cancel the ordered services anytime before the start of service utilization under the conditions defined in the point IX.
- not to utilize the services ordered and paid for. If the Customer fails to utilize the services ordered and paid for due to reasons not imputable to LIPTOUR cestovná kancelária,s.r.o., he shall not have the right to receive compensation

III.2. The Customer shall be obliged:
- when ordering the services, to give complete and true information (full names and surnames of all persons, dates of birth, period of stay, hotel name, the extent of catering services);
- to pay the agreed price for services according to the instructions of LIPTOUR cestovná kancelária, s.r.o. as well as the conditions stated in the document "Confirmation / Proforma Invoice";
- abstain from such conduct which could endanger, harm or limit other clients during their stay or in utilizing other services;
- to fully compensate damage caused while utilizing services;
- to present Voucher at checking-in or before utilizing other services

IV. Price of the services ordered and payment conditions

- LIPTOUR cestovná kancelária, s.r.o. is entitled to get 100% payment for the ordered services before their provision;
- service prices provided by LIPTOUR cestovná kancelária, s.r.o. are contract prices;
- LIPTOUR cestovná kancelária, s.r.o. requests an advance of 50% right after the definite Order Confirmation;
- payment of the remaining part of the total price for the ordered services shall be effected by the Customer 30 days before provision of the ordered services;
- if the Customer fails to pay the balance of the price for the ordered services 30 days before provision of the ordered services, his title to utilize the ordered services shall become extinct, and the Customer shall be obliged to pay a cancellation fee under the point IX.
- When ordering the services less than 30 days prior to their provision, the Customer shall be obliged to pay the full price of the ordered services immediately after receipt of the document
- "Confirmation / Proforma Invoice";
- fees for changes on the part of the Customer shall be payable forthwith;
- the Customer shall be entitled to receive the services only if he paid for them the full amount

V. Withdrawal from the contract

The Customer:
- shall have the right to cancel his order anytime prior to the start of service provision
- upon the order cancellation, a cancellation fee shall be charged to the Customer pursuant to the point IX.
- cancellation shall have a written form. To determine the order cancellation date, the date of service of written notice shall be decisive with respect to cancellation of the ordered services to be provided by LIPTOUR cestovná kancelária, s.r.o..

LIPTOUR cestovná kancelária shall:
- have the right to cancel provision of the ordered services due to unforeseen emergency events, such as natural disasters and force majeure events (e.g. wars, riots, etc.), and if this is the case,
- no title arises to the Customer to reimbursement of the price for the ordered services from LIPTOUR cestovná kancelária, s.r.o..

- inform the Customer about the cancellation of order without delay, namely in a written form not later than 20 days before provision of the ordered services;
- have the right to cancel provision of the ordered services , not later than 20 days before provision of the ordered services, if their provision was limited by the number of participants and such quantity has not been complied with. In such case the tour operator shall offer to the Customer other term or other services of the same value. Should the Customer does not accept the offered alternative, LIPTOUR cestovná kancelária,s.r.o. shall be obliged to refund to the Customer 100% of the sum paid.

VI. Making a complaint

- the Customer shall have the right to complain about eventual inadequacies of the rendered services, providing that the quality and scope of the services is lower categories than that of the ordered and pre-paid services. The Customer shall make a complaint as soon as the inadequacies have been ascertained so that they might be eliminated in the course of service provision. In case of defects occurrence, the Customer shall contact LIPTOUR cestovnú kanceláriu, s.r.o. as soon as they have been ascertained. The complaint made after utilization of services shall not be considered. The Customer shall make a complaint in writing on the spot with the service provider – the facility owner or director,....
- Should LIPTOUR cestovná kancelária, s.r.o. fail to meet its obligations, the Customer shall forthwith make a complaint in writing, not later however, than within 90 days following the service utilization. As lodging of complaint in writing shall be regarded personal delivery of the complaint to the travel agency CK Liptour or its delivery by post. The complaint must be settled within 30 days following its delivery by the Customer. For complaints to be admitted, the Customer shall furnish a written record made on the spot by the service provider (e.g. the owner of facility, catering establishment, etc.)
- tour operator does not guarantee the level of services directly ordered by a client in the hotel or in other organizations
- in the event that the Customer due to his fault does not utilize, partly or wholly, the ordered and paid services arranged by the agency CK LIPTOUR, no right of compensation or deduction from the tour price arises to the Customer.

VII. Liability for breach of obligations

Customer hereby acknowledges that the agency Liptour s.r.o. is not responsible for breach of obligations under the contract of trip concluded with the Customer, under the following conditions:

- Liptour travel agency, s.r.o. is relieved of liability for damage caused to the Customer by the fact, that Liptour, s.r.o. or another person does not provide any of the services ordered by the Customer if Liptour s.r.o., proves that this damage was not caused by the Liptour s.r.o., or other suppliers of services and the damage was caused by Customer, a third party not connected with the provision of services or by occurrence, that could not be prevented even with all efforts. Such occurrence is, in particular force majeure, the decision of government and other competent authorities, exceptional circumstances which the provider has no opportunity to influence and predict etc.
- Liptour s.r.o., also bears responsibility for the consequences of changed or lack of service or program for reasons under the previous point, also due to delays of means of transport caused by technical failures, weather, traffic situation, the carrier`s decision, strikes or similar circumstances beyond the control of the provider.
- The Customer further acknowledges that for services including accommodation is the first and the last day designed especially for the transport and transfer, and therefore the claim because of shortening the length of stay for that reason are not considered relevant.
- Liptour s.r.o., is not responsible for the level and quality of those services, which the customer or customer`s client orders himself from a third party.
- The amount of damages as well as all other claims related to air transport, which is part of the provided services (loss, damage, late delivery of baggage, delayed flight, flight date change, etc.). is governed by the relevant aviation regulations and any client`s requirements connected with air transport are excluded to the provider.

- Liptour travel agency, s.r.o. is not responsible for any flight delay or liable for damage that Customer may therefore arise. In case of flight delays local management of airports, or airlines are responsible to handle the situation. The flight delay is not the reason for Customer to withdraw the contract without Liptour`s right to contractual fine defined in section IX.

VIII. Change order

Conditions of changes:
If the client makes the changes in the reservation after confirmation (change of the term of stay, hotel, destination, room standard, location, …) LIPTOUR cestovna kancelaria, s.r.o. has the same costs as for withdrawal /cancellation. LIPTOUR cestovna kancelaria will in this case quantify the costs to the client at the same rate as if the client withdrawal from the contract or cancell the reservation (see Cancellation conditions).
If it is possible by the services provider, change of the name, date or any other small change made after the payment / confirmation of the stay will be charged by minimum charge 25 € per one-time change.

IX. Contractual fine upon Customer's withdrawal from the contract / Cancellation conditions

The Customer shall have the right to cancel in writing the stay (by fax or mail) under the following conditions (unless otherwise stated in the "Order Confirmation"):

A/ accommodation:

Up to 29 days prior to commencement of stay	15% of the total price of ordered services, min. 40,-€
28 – 21 days prior to commencement of stay	35% of the total price of ordered services
20 – 14 days prior to commencement of stay	55% of the total price of ordered services
13 – 08 days prior to commencement of stay	90% of the total price of ordered services
07 – 00 days prior to commencement of stay	100% of the total price of ordered services

Cancelled capacity may be freely disposed of by LIPTOUR travel agency.

B/ packages including plane ticket from Eurolot (Gdansk–Poprad-Gdansk, Warszawa–Poprad-Warszawa)

Up to 29 days prior to commencement of stay	15% of the total price of ordered services + 120 €/person
28 – 21 days prior to commencement of stay	35% of the total price of ordered services + 100 €/person
20 – 14 days prior to commencement of stay	55% of the total price of ordered services + 70 €/person
13 – 08 days prior to commencement of stay	90% of the total price of ordered services + 20 €/person
07 – 00 days prior to commencement of stay	100% of the total price of ordered services

Cancelled capacity may be freely disposed of by LIPTOUR travel agency.

X. Acceptance of the General Contractual Conditions

Acceptance of the GCC will be expressed by the Customer by his reimbursement of the first payment - an advance on the ordered services.