

This document contains:

A – General Commercial Terms and Conditions of STUDENT AGENCY k.s. valid from 20 March 2017

1. Common Provisions

1.1. STUDENT AGENCY k.s., company reg. no. 253 17 075, having its registered office in Brno, nám. Svobody 86/17, postal code: 602 00, registered in the Commercial Register kept by the Regional Court in Brno, Section A, Rider No. 25842, (hereinafter referred to as "SA") issues these General Commercial Terms and Conditions (hereinafter referred to as the "GCTCs") within the intention of § 1751 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended, governing the rights and the obligations within contractual relationships created when services are provided by SA for third natural persons or legal entities ("Clients"). The GCTCs are a part of any contract concluded between SA and a Client and determine a part of the content thereof; the provisions in a contract which are at variance take precedence over the GCTCs. A Client agrees by making a reservation, by placing an order or by concluding a contract with SA that the rights and the obligations of the Client and SA are governed by the GCTCs effective as of the relevant date of the reservation, order or conclusion of the contract. The text of the GCTCs effective is posted on www.studentagency.cz, www.kralovna.cz, www.letenky.cz, and other websites operated by SA and the GCTCs are available at request in any premises of SA. SA is entitled to change the GCTCs also during a contractual relationship with a Client and the Clients will be notified of such change and of the current version of the GCTCs on the website of SA. If a Client does not agree with a change in the GCTCs, the Client has the right to terminate its contract with SA in writing within one month from the day time the notification of the change in the GCTCs was posted on the website of SA. This termination is to be done by a registered letter delivered to the registered office of SA. In such case SA is entitled to have the costs already spent on the performance of the service for the Client reimbursed or to the cancellation fee set for the given contract. If the Client does not utilize this right, it is deemed that the Client agrees with the changed GCTCs and the contractual relationship will be governed by the changed GCTCs from the lapse of this time. Any changes of a contract concluded in writing can also be agreed in writing only.

1.2. The legal relationships between SA and the Clients are governed by the law of the Czech Republic ("CR"), especially Act No. 89/2012 Coll., the Civil Code, as amended, ("NCC"). All disputes, if any, between SA and the Clients will be settled by courts having general jurisdiction in the CR.

1.3. Authorities for the out-of-court settlement of consumer disputes:

a) In the case of procurement (tours, accommodation, hotels, and air tickets) – Czech Trade Inspection Authority – <http://www.coi.cz>

Ústřední inspektorát (Central Inspectorate), Štěpánská 567/15, 120 00 Praha 2, Czech Republic
Telephone: +420 296 366 360
Fax: +420 296 366 236
Reg. No. 00020869; tax ID No. CZ00020869

b) In the case of bus service – Ministry of Transport, state professional supervision is carried out by:
Ministry of Transport <http://www.mdcr.cz/cs/>
- In international bus line road passenger transport.

<https://jizdenky.studentagency.cz/web/smluvni-prepravnipodminky.html?0>

Transport authorities

- In all matters in their administration district which do not fall within the authority of the Ministry of Transport

c) In the case of trains – Rail Authority – <http://www.ducr.cz/>
Dražní úřad (Rail Authority), Wilsonova 300/8, 121 06 Praha 2 – Vinohrady, Czech Republic

d) Settlement online through the ODR platform intended for this purpose on the website created by the European Commission:
<https://webgate.ec.europa.eu/odr>

1.4. Communication between SA and the Clients takes place in the Czech language unless otherwise agreed. For the purposes of delivery, the Client agrees with:

- delivery to the address indicated by the Client in its order or contract unless the Client notifies SA of a different delivery address;
- that refusal to accept a document by the Client or not taking over and returning a document back to SA is also deemed to be the delivery of the mail; the effect of delivery is at the moment when the not delivered mail is returned to SA;
- with delivery to the e-mail address of the Client indicated in the order with effects of the delivery of written mail; and
- that the contact address of SA is only the registered office of SA.

1.5. A Client is responsible for the factual and formal correctness of its order, especially for indicating correctly its personal data, dates and other conditions important for the services inquired of SA. SA is not responsible for possible damage incurred due to the incorrectness of the data provided by the Client. When inquiring or placing an order, the Client is obligated to state specific requirements for the services inquired about as well as to make a claim to a possible discount. A Client notes that when providing a service, it is not possible to take account of specific requirements or discounts demanded later. A Client also notes and agrees that additional charges which were not included in the basic price of the service may be imposed on a service inquired about.

1.6. A client's reply to SA's offer, within the intention of § 1740 (3) of the NCC, with an amendment or a deviation not changing substantially the conditions of the offer is not the acceptance of the offer to conclude the relevant contract. SA reserves the right to refuse an order containing incorrect, inconsistent or incomplete data of the Client. SA is also entitled to refuse an order of such Client that repeatedly sends orders which are incomplete or filled in incorrectly, does not pay agreed advance payments or the price of an ordered service without any reason repeatedly, or does not send signed documents repeatedly or that is under the influence of narcotic substances when placing an order in person in the premises of SA.

1.7. In the case of contracts concluded using means of distance communication the Client, having the status of the consumer, has the right to withdraw from the contract within 14 days from the conclusion thereof with the exception of such cases where the service has already been performed if this is a contract on accommodation, transport, catering or

leisure time utilization and if SA provides this performance at the specified time and also if this is a tour or passenger transport contract. Withdrawal may be with no justification and sending it within the specified time limit for withdrawal is sufficient.

1.8. In the case of withdrawal from a contract in cases other than those under 1.7 of the GTCs the Client is obligated to pay SA the cancellation fee set for the related type of services and if it is not set, then the Client is obligated to pay SA the costs spent by SA on the performance of the contract until the moment when the Client's withdrawal from the contract was delivered to SA. Withdrawal must be in writing, must be delivered as a registered letter to the registered office of SA, and is effective on its delivery to SA. A Client may use the form for withdrawal from the contract which is an annex to these GTCs.

1.9. In the case of a making a complaint about defects in procurement services provided by SA for a Client the Client is entitled to make a complaint about such defect directly with the relevant company from the SA Group with which the Client has concluded the relevant contract without undue delay and immediately after the Client finds such defect. SA is obligated to handle a complaint in accordance with the relevant legal regulations. SA is not liable for the defective provision of a service or for failure to provide it due to force majeure or if a service which was only procured by SA is complained about. In such case the provider of the procured service has the liability for defects or deficiencies.

1.10. A Client is obligated to pay the price of services ordered from SA or procured through SA within the time limit set in the relevant contract or confirmation of the order. And if such time limit is not set, then the Client is obligated to pay it within 14 days at the latest after concluding the contract with SA. The price of services is paid on the day on which the agreed price, including all the relevant taxes and fees, is credited to the bank account of SA or on the day of cash payment of the price of the services in the cash office of SA if the cash payment is made by 5:00 p.m. The payments credited to the account of SA or paid in the cash office of SA after 5:00 p.m. are deemed to be paid on the following working day. In the case of the conversion of a foreign currency to Czech crowns this conversion is made according to the current FOREIGN EXCHANGE SELLING rate of Česká spořitelna, a.s. as of the issue date of the invoice or advance payment invoice.

1.11. It is also possible to pay a part of the price of selected services using coupons. The types of accepted coupons and the list of services which can be paid using these coupons as well as the amount which can be paid using coupons and other terms and conditions are posted on www.studentagency.cz, www.dovolena.cz, and other websites operated by SA. Coupons may only be used in their full amount; SA does not return the remaining money. Coupons cannot be exchanged for cash even if there is a cancellation or the service is not confirmed by the organizer of the procured service. SA reserves the right to charge a handling fee or not to give a bonus to these Clients when accepting coupons.

1.12. In case that a Client gets in default in the payment of the price of services ordered from or through SA, the Client is also obligated to pay the interest on late payment laid down by the special legal regulation, the cancellation fees, and the possible contractual penalty agreed for the given service in addition to the price of the ordered service. SA is entitled to offset its claim to the payment of interest on late payment, cancellation fees and contractual penalty against the possible claims of the Client in respect of SA.

1.13. A Client notes and agrees that any phone calls between the Client and SA may be monitored and that SA measures the attendance of its websites.

1.14. A Client gives SA, including the companies belonging to the group of STUDENT AGENCY Holding, a.s., its consent to collect, store and process the personal data provided by the Client for SA (hereinafter also referred to as the "Administrator") for the purpose mentioned below. In case that a Client concludes a contract to the benefit of third parties, the Client confirms by signing the contract that the Client is authorized by these third parties specified in the contract to provide their personal data and to give the consent to collect, store and process their personal data. A Client gives the consent for all data provided by the Client in the contract and the related documents for the full period of 5 (five) years from the day when the consent was given. A Client declares that the Client is aware of its rights under § 12 and 21 of Act No. 101/2000 Coll., on personal data protection. The Client declares that all data are accurate and true and are provided voluntarily.

1.15. A Client (hereinafter also referred to as the "Subject of Data") can ask the Administrator for information about the processing of the Client's personal data. The Administrator is obligated to hand over this information to the Subject of Data without undue delay. In case that the Subject of Data finds out or thinks that the Administrator carries out such processing of the personal data of the Subject of Data that is contrary to the protection of the private and personal life of the Subject of Data or contrary to the law, especially if the personal data of the Subject of Data are inaccurate with regard to the purpose of processing thereof, the Subject of Data has the right to ask the Administrator to explain and remove the state created in this way; this can be especially blocking, correcting, adding, or liquidating personal data. If the Administrator does not affirmatively dispose of the request of the Subject of Data, the Subject of Data has the right to contact directly the Office for Personal Data Protection.

1.16. In accordance with § 5 of Act No. 101/2000 Coll., on personal data protection, all data are collected and processed only for the purpose of ensuring the services inquired about by the Client and also of offering goods and services offered by SA and by companies belonging to the SA Group of the Subject of Data. All data mentioned will also be collected, processed and stored for the purposes of sending commercial communications to the Subject of Data via electronic means according to Act No. 480/2004 Coll., on certain information society services, until the time when the Subject of Data sends the Administrator directly and effectively information that the Subject of Data wishes not to receive commercial communications from the Administrator any more. The Subject of Data also agrees that also other personal data may be added to the data provided. The Administrator may use the summarized data for statistical purposes for the internal use of the Administrator.

1.17. The Administrator declares that the Administrator will collect personal data to the extent necessary for the fulfilment of the set purpose and process them only in accordance with the purpose for which they were collected. The Administrator's staff or other natural persons processing personal data on the basis of the contract with the Administrator and other persons are obligated to maintain the confidentiality of personal data also after the termination of the employment or the work.

1.18. These GTCs do not apply to:

- i. The rights and obligations between the Client and the Tour Organizer when providing a tour under the tour contract concluded through SA. The mentioned

relationships are governed by the terms and conditions of the given Tour Organizer.

ii. The relationships between the Client and an insurance company, also in case that the insurance has been arranged through SA. A Client is obligated to familiarize itself with the insurance contract, including the general insurance conditions, and to contact directly the insurance company if needed.

iii. The rights and obligations between the Client and the carrier during the execution of air transport of passengers (hereinafter referred to as "Air Transport") which is procured by SA for the Client and the provision of Air Transport related services by the carrier. The mentioned relationships are governed by the terms and conditions of the given carrier.

iv. The rights and obligations between the Client and the provider of accommodation and of other individual tourism services which are procured by SA for the Client. The mentioned relationships are governed by the terms and conditions of the given provider.

v. The rights and obligations between the Client and the car hire with which SA procures the car hire for the Client. The mentioned relationships are governed by the terms and conditions of the given car hire.

vi. The rights and obligations between the Client and the parking area operator with which SA procures parking for the Client. The mentioned relationships are governed by the terms and conditions of the given parking area operator.

vii. The rights and obligations between the Client and the carrier ensuring transport for which SA procures bus or train tickets for the Client if this is a company not belonging to the Group of STUDENT AGENCY Holding, a.s. The mentioned relationships are governed by the term and conditions of the given carrier.

viii. The rights and obligations between the Client and the company enabling the stay in a lounge at an airport or in conference rooms for the Client, also in the cases where these services are ensured with SA. The mentioned relationships are governed by the terms and conditions of the companies operating these premises.

ix. The rights and obligations between the Client and the company which transports the Client by taxi, also in cases where these services are ensured with SA. The mentioned relationships are governed by the terms and conditions of the companies ensuring transport.

1.19. For the purposes of the GCTCs, SA also means the companies from the group of STUDENT AGENCY Holding a.s. unless otherwise stated and if this is allowed by the intention of the relevant provision.

2. Terms and Conditions for the Procurement of Sale and the Sale of Tours

These terms and conditions regulate the rights and obligations of the contracting parties for the procurement of sale and for the sale of tours within the intention of the provisions of § 2445 et seq. of the NCC and § 2521 et seq. of the NCC and accommodation, catering, transport and other services as individual tourism services according to an individual requirement of a Client.

2.1. SA is an authorised agent for procuring tours organized by Czech and foreign travel agencies (hereinafter referred to as a "Tour Organizer") with which it has concluded contracts under which SA is authorised to conclude a tour contract with Clients on behalf of the relevant Tour Organizer and to collect the agreed price of a tour on its behalf. The Tour Organizers whose tours are offered by SA are travel agencies with the relevant business licence and are properly insured against bankruptcy in compliance with Act No. 159/1999 Coll., on certain conditions of business activities and on the performance of

certain activities in the tourism field, as amended. A tour contract is governed by the law according to the state of the registered office of the Tour Organizer.

Pursuant to § 2521 and § 2522 of the NCC, a tour means a set of tourism services prepared in advance if it is organized for a period of more than twenty-four hours or if it includes an overnight stay and contains at least two items of the following performance: (i) accommodation, (ii) transport, (iii) another tourism service which is not an additional service to transport or accommodation and is a significant part of the set of the offered services.

2.1.1. The range of procured tours presented on the websites of SA is prepared on the basis of electronically received data from travel agencies – Tour Organizers. Tour organizers update data regularly at their discretion and as they require. SA is not responsible for the correctness and possible subsequent changes thereof.

2.1.2. SA reserves the right to refuse such orders that contain provably incorrect data or information provided by the Tour Organizer, i.e. the orders where a data error on the part of the Tour Organizer is found out when checked by the staff of SA.

2.1.3. SA reserves the right to have an error in the published prices and other data due to the reasons mentioned under 2.1.1. SA will always check the current valid price of a tour with the Tour Organizer. A binding price is always the price and services specified in the draft tour contract confirmed by the Tour Organizer and the draft will always be provided for the Client before concluding the tour contract.

2.1.4. SA offers its Clients the possibility to conclude a tour contract with a selected Tour Organizer. A Client notes and agrees that a tour contract creates the rights and obligations for the Tour Organizer and the Client only and these rights and obligations are governed by the commercial terms and conditions of the Tour Organizer and SA acts only as an agent in this relationship.

2.1.5. The Client notes that only the Tour Organizer is responsible for the provision of a tour and is responsible according to its commercial terms and conditions; SA is not the Tour Organizer and, therefore, it is neither responsible for the proper and timely realization of the tour nor liable for an accident, illness, loss or damage to articles or other property of the Client incurred in relation to the tour.

2.1.6. The Client notes that the Tour Organizers have reserved the right to change data on tours published on the websites of SA and that binding data on a selected tour will be contained in the draft tour contract. The Client notes that SA is not responsible for the correctness and up-to-dateness of the data published on the websites of SA and provided by the Tour Operators for SA concerning the tours, including photographs relating to the tours. A Client has the right to ask SA for other information about an offered. SA will provide the Client with this additional information as soon as it obtains it from the Tour Organizer.

2.1.7. In the interest of providing a Client with the best and most complete information, SA provides so-called general information on accommodation establishments and tours in case that it is available. This general information consists usually of information on the same accommodation establishment and services provided in the establishment from various Tour Organizers. This general information is an unofficial, not legally binding, informative and additional description of an establishment and services. A Client is obligated to familiarize itself with the description of the tour

and particular services included in the tour in the description of the tour by the organizer which is available for every individual time of the tour on the website. If general information differs from the information of the Tour Organizer, the information of the organizer applies.

2.2. SA is also entitled to procure the sale of individual tourism services for another travel bureau or travel agency. In such a case the Client concludes a contract, the so-called Confirmation of Binding Order of the Services, with SA.

2.3. SA has a Trade Permit Certificate for the "Operation of a Travel Agency". If SA is a Tour Organizer, then SA is indicated as the organizer in the tour contract and the contractual relationship is governed by the relevant legal regulations.

ORDER

2.4. A Client is entitled to place an order for a tour using the so-called "online" form on the websites of SA (www.dovolena.cz, www.eurovikendy.cz and www.studentagency.cz) or using a so-called "offline" method, i.e. by phone, fax or e-mail or in person in any premises of SA.

2.5. If an order for a tour contains all required elements and the Tour Organizer confirms that the tour is available, SA will make a reservation of the selected tour for the Client with the Tour Organizer. This can only be done during the working hours of SA and at the same time during the working hours of the Tour Organizer; these working hours may be different.

In case that a Tour Organizer:

- a) does not confirm a reservation due to the sold out capacities or the not filled minimum capacity of the tour, SA will inform the Client about this fact without undue delay;
- b) confirms a reservation, SA will inform the Client about the period of validity of the reservation and send the Client instructions for concluding the tour contract for the selected tour;
- c) does not confirm a reservation due to the requirement to purchase immediately, i.e. directly without making a preliminary reservation, SA will ask the Client to pay the currently valid price of the tour known to SA to the account of SA as an advance payment and to sign the draft tour contract if the Client is still interested in the tour concerned. After the amount is credited to the account of SA and the tour contract confirmed by the Client is received, SA will make the binding purchase of the tour for the Client with the Tour Organizer.

The direct purchase of a tour without a previous reservation may not be confirmed by the Tour Organizer. SA then proceeds as follows:

- c1) if the direct purchase is not confirmed due to the sold out capacities, then SA returns the full amount paid by the Client to the Client without undue delay and the tour contract does not become valid or
- c2) if the purchase is not confirmed due to the sold out capacities of the tour at the price level concerned and the purchase can only be confirmed for a higher or lower price, then SA informs the Client about this fact without undue delay and confirms the purchase at the Client's option after the increased price is paid by the Client and the tour contract is signed by the Client or returns the amount overpaid resulting from the payment of the purchased tour.

2.6. In some cases it is necessary that SA requests for the tour inquired about by the Client with the Tour Organizer at first. In such case SA is entitled to request the Client to make an advance payment of up to 100 % of the expected

price of the tour. If the reservation of such tour is not successful, the advance payment will be returned to the Client in full without undue delay.

The Client notes that if the reservation of such tour "on request" is successfully made with the Tour Organizer, reservation "on request" becomes automatically a binding order after the reservation is confirmed by the organizer and the cancellation conditions of the organizer apply thereto.

2.7. Unless otherwise provided by the draft tour contract, the price "for a child" means the price valid for a child in one extra bed accompanied by two adults. The age limit for a child is determined by the Tour Organizer.

Unless otherwise provided, the price of a tour per person stated by the organizer and on the websites is always the price of the tour per person accommodated in a double room when the room is occupied by two persons. SA will always check the current price of the tour for an individually travelling person or the price of accommodation in a single room with the Tour Organizer.

2.8. If a Tour Organizer or SA offers more options of discounts on a tour (e.g. time, senior, etc.), these individual discounts cannot be added together unless otherwise expressly agreed in the contract. In this case SA recommends the most advantageous discount or combination of discounts to the Client.

2.9. If a Client intends to transport oversized, sports or other unusual luggage or to transport animals, the Client is obligated to inform SA at the time of placing a non-binding order. SA will check the possibility of transporting such luggage at the Tour Organizer and also the price in case that the transport is possible. Such luggage is always transported after the confirmation is given by the organizer or the carrier. A binding order for the transport of such luggage will be placed by SA after the charge determined by the organizer or by the carrier is paid by the Client.

2.9.1. If a Client intends to transport oversized, sports or other unusual luggage or to transport animals, the Client is obligated to inform SA at the time of placing a non-binding order. SA will check the possibility of transporting such luggage at the Tour Organizer and also the price in case that the transport is possible. Such luggage is always transported after the confirmation is given by the organizer or the carrier. A binding order for the transport of such luggage will be placed by SA after the charge determined by the organizer or by the carrier is paid by the Client.

2.9.2. The client is obliged to inform the SA of any medical restrictions that may affect the use of the tour services.

2.10. SA reserves the right not to give bonuses, gifts and other services provided by SA to a purchased tour free of charge to individual travellers or groups of more than 4 persons travelling together. Bonuses, gifts and other services provided by SA to a purchased tour free of charge are provided on the principle that "1 bonus is given per 1 tour contract" and are not added together. There is no legal claim to bonuses provided free of charge.

Marketing campaigns, discount campaigns and other similar campaigns of SA relating to the sale of tours announced and advertised publicly under the sign of the dovolena.cz portal are valid on a one-time basis, i.e. for one purchase made by a Client, and the validity of such campaign is 3 months from its first public presentation unless otherwise stated in the terms and conditions of the campaign.

2.11. When a Client selects a tour from the range of SA, SA will send the Client a draft tour contract containing data

from the order for the tour and the reservation made at the Tour Organizer and another information relating to the selected tour, including the binding price of the tour and the contractual terms and conditions of the Tour Organizer and the bankruptcy insurance certificate of the Tour Organizer, and also the information of the organizer about the passport and visa requirements, the time limits for the processing thereof, and also the requirements concerning the health documents required for the journey and stay by e-mail, fax or post.

2.12. A Client may conclude a tour contract using means of electronic distant communication by prior agreement with SA. In this case a tour contract is concluded via a web interface and other websites operated by SA and the electronic confirmation of the offer of the tour by the Client replaces the signature of the Client on the tour contract. A Client notes and agrees that an order for a tour becomes binding on the Client at the moment when the advance payment is made or the price of the tour is paid to the account of SA, when the draft tour contract is signed, or when the tour contract is confirmed electronically.

2.13. A Client is obligated to deliver a complete tour contract with the Client's signature attached thereto or an electronic confirmation of a tour contract together with the proof of the payment of the tour price to SA before the expiration of the period of validity of the reservation; otherwise, the reservation expires, the tour contract is not concluded, and a new reservation of the tour must be made if the Client is still interested in the tour. And SA cannot guarantee the validity of the initial offer.

2.14. A Client confirms by attaching the Client's signature to a draft tour contract or by confirming a tour contract electronically that:

- a) along with the draft tour contract, the Client received the contractual terms and conditions of the Tour Organizer which are an integral part of the tour contract and that the Client has acquainted himself/herself and the other travellers with these terms and conditions and that the Client and the other travellers agree with these terms and conditions;
- b) before concluding the tour contract, information with a detailed specification of the tour, especially information regarding the accommodation establishment and its location and category and also information about the kind, nature and category of the means of transport and the route and also about the kind and scope of catering and, if need be, about other services if these are included in the tour, were handed over to the Client; all agreed services are stated in the tour contract;
- c) a document containing information about the travel agency bankruptcy insurance of the organizer taken out, especially the name of the insurance company, the insurance terms and conditions, and the method of notifying of an insurance event, was handed over to the Client;
- d) information about the passport and visa requirements, the time limits for the processing thereof, and also the requirements concerning the health documents required for the journey and stay were provided for the Client;
- e) the Client has acquainted himself/herself with the terms and conditions of the travel insurance if it was issued for the Client; and
- f) the Client is entitled to conclude the tour contract also to the benefit of other travelling persons and that these other travelling persons have duly authorised the Client to register them for the participation in the tour.

2.15. A tour contract comes into force and becomes effective at the moment when it is confirmed by the Tour Organizer.

2.16. In case that a Tour Organizer does not confirm a draft tour contract, the tour contract is not concluded. SA is obligated to inform the Client thereof in writing without undue delay and is obligated to return the advance payment made or the price of the tour paid by the Client without undue delay, but not later than within 21 days from the moment when SA finds out that the Tour Organizer has not confirmed the draft tour contract.

2.17. A tour contract concluded supersedes the confirmation of the tour. If the data stated in a tour contract or in the confirmation of the tour (hereinafter referred to as a "Tour Contract") differ from the data given in the general description of the tour or in the offers of SA, the data given in the Tour Contract are valid and binding. A Client confirms by signing or confirming electronically a Tour Contract that the data about the travellers in the Tour Contract are correct and checks at the same time whether the listed services correspond with those on the order. In the case of discrepancies the Client is obligated to inform SA without delay. If a Client confirms a Tour Contract by signing or electronically without signing, the Tour Contract is deemed to be made out in accordance with the Client's requirements.

Change of the price of a tour

2.18. An organizer may increase the price of a tour for the following reasons: if a) the price for transport, including the fuel prices, b) the payments connected with transport such as airport, port or other charges included in the price of the tour or c) the exchange rate of the Czech crown used for determining the price of the tour increase/s by more than 10 % on average by the twenty-first day before the agreed start of the tour. If the organizer sends a Client a notice of an increase in the price later than on the twenty-first day before the start of the tour, the increase in the price has no legal effects.

Instructions for a Tour

2.19. The instructions for a tour, i.e. other detailed and important data on the facts concerning the tour, if they are not in the tour contract or in the catalogue, will be delivered to the Client electronically by e-mail or by post in the territory of the Czech Republic only, as required by the organizer, either by the organizer or through SA, not later than seven days before the start of the tour. If the client requires that instructions be sent to a location outside the Czech Republic, he/she will be charged according to the method of delivery. He/she must give this information in advance at a time that allows the delivery to be realized.

2.20. A Client notes that:

- a) the Client is obligated to follow the instructions of the Tour Organizer regarding the start of the tour and other instructions given by the organizer in connection with a tour purchased; the Client is especially obligated to come to start a tour according to the instructions, i.e. always in advance enough, and to adapt the Client's individual transport to the point of start of the tour accordingly;
- b) the Client is obligated to inform SA in writing if the Client does not receive the instructions from the Tour Organizer or SA six days at the latest before the start of a tour; and
- c) in the case of the purchase of a tour or an individual tourism service where the Tour Organizer or the service provider is a travel agency with the registered office or the place of business in another EU Member State or in another state of the European Economic Area the Client will receive the travel documents in a foreign language with an accompanying letter from SA in the Czech language. SA will acquaint a Client with the text of the documents in the foreign language

at the request of the Client or translate the relevant documents for the Client at the request of the Client.

- d) The client is obliged to check the check-in instructions for the tour and inform the SA of potential discrepancies between the instructions and the data in the concluded tour contract without delay.

Payment

2.21. A Client is obligated to pay the price of a tour before the start thereof and the prices of individual services before the provision thereof. The day of payment of a price is deemed to be the day on which the cash is taken over or the payment is made by payment card or the date when the payment is credited to the account of SA depending on the method of payment.

For common tours ordered more than one calendar month before the start of the tour, the Client will usually pay 50 % of the final price of the tour, or 50 % of the total price of the tour before discount, and then the Client will pay the balance of the final price of the tour one calendar month before the start of the tour. A precise schedule of the advance payment and balance payments will be specified by SA according to the current conditions and requirements set by the Tour Organizer and will be stated in the tour contract. "Last minute" tours and tours ordered less than one calendar month before the realization of the tour are paid by the Client in full as a lump sum to SA.

2.22. The time limits for making an advance payment and paying instalments and the balance of a price are binding on the Client and the Client bears full responsibility for them by itself; SA is not liable for the consequences of late payment made by the Client (e.g. an increase in the cancellation fees, the cancellation of the reservation of the ordered tour by the organizer, i.e. the withdrawal of the organizer from the tour contract).

2.23. In case that a Client pays for a tour in individual instalments (i.e. an advance payment and a balance payment or balance payments) according to the set payment calendar of the organizer or SA and if the Client fails to pay an instalment in accordance with the agreed payment calendar, SA reserves the right to cancel the tour ordered at the organizer so that SA and the Client do not incur additional costs connected with an increase in the cancellation fees due to further delay. The advance payment already made by the Client will be used to cover the cancellation fees created. A Client will be informed about the cancellation of an order for a tour or the withdrawal from a tour contract due to failure to pay individual instalments in writing without undue delay.

Cancellation

2.24. A Client is entitled to cancel a non-binding order for or a reservation of a tour or services without cancellation fees until the moment when the advance payment is made and the tour contract is signed. After signing the tour contract in the case of a tour or the contract in the case of individual services and making the advance payment or paying the full amount, the Client may withdraw from the tour contract only according to the cancellation terms and conditions of the Tour Organizer or the service providers.

A notice of withdrawal may only be made in writing and with the signature of the Client and must be sent by registered post to SA without undue delay and during the working hours of SA. The time of delivery of a notice of withdrawal to the Tour Organizer or the service provider is decisive for determining the amount of the cancellation fee if this occurred; it is therefore necessary to take account of the

working hours of SA, the working hours of the Tour Organizer, and also the time needed for the processing of the notice of withdrawal on the part of SA if it is sent to SA.

2.25. The cancellation of a binding order for a tour or a valid tour contract is governed by the cancellation terms and conditions of the Tour Organizer and by the time limits set by the Tour Organizer; for the possible refund of a price paid or a part thereof through SA, the time limit for the possible refund of the amount paid is extended by a period of not more than 21 days, within which SA undertakes to pay the Client the relevant amount, but always without undue delay.

2.26. A Client is entitled to withdraw from a tour contract or from a contract with SA at any time before the start of the tour or the start of using the services and a notice of this withdrawal must be delivered in writing to SA to the address of the registered office of SA by registered post. If a Client withdraws from a tour contract or a contract for individual services, the Client is then obligated to pay the cancellation fees (fees for withdrawal) stated in the given tour contract or in the GCTCs of the Tour Organizer or service provider or on the website of SA.

2.27. SA reserves the right to cancel bonuses, gifts and other services provided to a purchased tour for the Client by SA if the Client does not provably use these bonuses for the tour (e.g. due to the cancellation of the tour).

2.28. In the case of the cancellation of a tour to which a bonus in the form of a discount on the tour was given to a Client, the amount according to the cancellation terms and conditions of the Tour Organizer reduced by the discount provided by SA will be returned to the Client.

2.29. In case that the Tour Organizer is SA, SA is entitled to cancel the tour and individual services before the start of using them if SA cannot observe the terms and conditions of the contract for objective reasons.

2.29.1. SA is also entitled to cancel a tour before the start of the tour when the minimum number of persons necessary for the realization of such tour is not reached within the time limit stated in the tour contract if the tour is to be cancelled for this reason. In such case a Client will be informed without undue delay and a change of the tour contract will be offered to the Client. In case that a Client does not accept a change of a tour contract, the amount paid by the Client will be returned to the Client; however, no claim for damages arises for the Client.

2.29.2. SA is also entitled to cancel a tour or individual services due to an inevitable event which could not be prevented by SA even with every effort made which may be reasonably required of SA.

2.29.3. If SA cancels a tour organized by SA or individual services provided and organized by SA, a Client has the right to require SA to provide the Client with a substitute tour or individual services on the basis of a new contract and in the quality corresponding at least to the original contract provided that SA is able to offer such contract or individual services. If a new contract is not concluded in such case, SA is obligated to return all what was already paid by the Client under the cancelled contract to the Client without undue delay and the Client is not obligated to pay SA the cancellation fee. If a new contract is concluded, the payments made under the original contract are deemed to be payments under the new contract. If the price of a new tour or individual services is lower than the payments already made, SA is obligated to return the difference created in such way to the Client without undue delay. The

same procedure will also be used in case that a Client withdraws from a tour contract due to a change of the terms and conditions of the tour and expresses disagreement with the above changed terms and conditions.

2.29.4. If SA has to change the terms and conditions of a contract for objective reasons before the start the tour, SA may propose the Client a change of the tour contract. If a proposed change of a tour contract also results in a change of the price for the tour, the new price must be given in the proposal. If SA proposes a change of a tour contract for the above mentioned reason, the Client has the right to decide whether to agree with the change of the tour contract or to withdraw from the tour contract. A Client is entitled to withdraw from a tour contract within 5 days after receipt of the proposal for the change of the tour contract. If a Client does not use the right to withdraw from the tour contract within the set time limit, the Client is deemed to agree with the change of the contract. If a change of a contract results in an increase in the price for the tour, the Client is obligated to pay SA the difference in the price of the tour within the time limit set in the proposal for the change of the contract. In the case of a breach of this obligation SA has the right to withdraw from the contract.

2.29.5. SA reserves the right to make operatively changes in a tour programme and provided services also in the course of the tour if it is not possible to ensure the originally agreed programme and to observe the provision of the originally agreed services for objective reasons. In this case SA is obligated to ensure services equal or approximating to the services agreed in the tour contract if possible. The cancellation of a part of a tour or individual services in a tour programme for reasons which SA is unable to influence is not a reason for withdrawal from the tour contract by the Client.

Travel documents

2.30. A Client is obligated:

- a) to check the validity of the travel documents of the Client and of all the other travelling persons, including children, and to ensure the meeting of the conditions for entering all target and transit destinations to be visited during the tour, especially the entry formalities and visa requirements, by the Client and by all the other travelling person, including children, advance enough, but the best before placing the binding order for the tour. A Client notes that neither SA nor the Tour Organizer has liability for possible damage resulting from the refusal to allow the Client or other travelling persons to enter the country of target or transit destination or the refusal to check in for transport to such destination;
- b) to arrange for the required stay and transit visas if these are not included in the tour;
- c) to ensure that both the Client and other travelling persons meet the health and other requirements required for the journey or stay at all target and transit destinations;
- d) to have all documents required for entering the relevant countries of stay and transit with him/her; and
- e) to meet the vaccination or other health obligations when travelling to countries for which the international health regulations are laid down.

2.31. A Client notes that SA is not responsible for the correctness, completeness and up-to-dateness of the information about the passport and visa requirements, the time limits for the processing thereof, and also the requirements for the health documents required for the journey and stay under point 2.11 of these GCTs provided for the Client by the organizer. SA recommends the Clients to check this information using other sources which may be regarded as reliable, especially the Ministry of Foreign

Affairs and the consulates or embassies of the relevant countries which the Client is to visit within the tour.

CLAIMS RESULTING FROM DEFECTS IN A TOUR AND MAKING THESE CLAIMS (Complaints)

2.32. A complaint about possible defects in a tour, i.e. defects in the properties of which the organizer has assured the Client or which the Client has reasonably expected, will be made by the person that concluded the tour contract, the representative authorised by this person or a participant in the tour directly with the Tour Organizer or with the Tour Organizer through SA. The procedures for complaining about tour services are regulated in the commercial terms and conditions of the relevant Tour Organizer.

2.33. SA recommends settling any complaints about defects in a tour or services with the delegate or the reception officer of the accommodation establishment right in the place of stay in order to remove or to remedy the defects immediately.

2.34. In case that defects in a tour (i.e. services provided by the Tour Organizer) are found out and the Tour Organizer is a travel bureau with the registered office in the CR, the Client is entitled to make a complaint about these defects with the Tour Organizer without undue delay, but within 1 month at the latest from the end of the tour or from the provision of the service or, in case that the service was not provided, from the day on which the service should have been provided. SA recommends making a complaint in writing. It is recommended that a Client attaches a record of complaint from the place of stay confirmed by the delegate of the Tour Organizer or other relevant documents such as photographs to the complaint provided that the Client has these available. SA recommends making and confirming such record on site to a Client. Without registration with the delegate, later complaints may not be acknowledged by the organizer.

2.35. In case that defects in a tour (i.e. services provided by the Tour Organizer) are found out and the Tour Organizer is a travel bureau with the registered office or the place of business in another EU member state or in another state of the European Economic Area the Client is entitled to make a complaint about these defects with the Tour Organizer and the time limits are set by the law of the state of the registered office of the organizer. For example, in the case of a Tour Organizer with the registered office or the place of business in Germany it is necessary to make a complaint within 30 days from the last day of the tour and the Tour Organizer is obligated to express its opinion on the complaint within the statutory time limit. SA recommends making a complaint in writing. It is recommended that a Client attaches a record of complaint from the place of stay confirmed by the delegate of the Tour Organizer or other relevant documents such as photographs to the complaint provided that the Client has these available. SA recommends making such record on site and having it confirmed by the delegate or the reception officer of the accommodation establishment to a Client.

2.36. A Client may also make a complaint about defects in a tour (we recommend making this in writing) through SA. A Client notes that in this case no claims arise for the Client in respect of SA and SA only assists the Client as an intermediary in the complaint procedure. A Client also notes that also in case that a complaint is handed over to the Tour Organizer through SA the complaint falls only within the authority of the Tour Organizer and SA can influence neither the time for the settlement of the claim nor the result thereof. A Client also notes that in case that a complaint is handed over to the Tour Organizer the complaint falls only within the authority of the Tour Organizer and is governed

by the terms and conditions according to the laws in force in the country of the registered office of the Tour Organizer. SA will be in contact with the Client all the time and will assist in processing the complaint. If financial compensation is adjudicated to the Client within a complaint procedure and is transferred by the Tour Organizer to the account of SA, this compensation will be sent to the Client within 21 days at the latest from the moment at which the relevant financial amount is credited to the account of SA.

2.37. A Client notes that in case that the Client requires making a complaint about a tour through SA with the Tour Organizer, SA must always confirm the Client's request in writing as accepted. If the acceptance of a complaint is not confirmed by SA to the Client in writing, the complaint is deemed to be undelivered and therefore the complaint procedure is not commenced. The e-mail: reklamace@dovolenaz.cz is available to a Client for making a complaint about a tour in writing by e-mail.

2.38. The subject of a complaint may only be such agreed services that are paid by the Client. Services named as a bonus, a gift, and the like which are provided free of charge for a Client cannot be complained about.

2.39. A Client can use line bus or train transport operated by SA or by a company from the SA Group in addition to a purchased tour for the individual transport of the Client to/from the place of departure. This additional transport is not included in a tour and is governed by the Contractual Transport Terms and Conditions of SA or of another company from the SA Group.

A Client undertakes to respect the recommendations of the organizer and SA concerning the suitable departure times of the additional transport selected in this way and to plan the departure times so that the Client comes to the place of departure in advance enough or as required before the start of the tour. SA has no liability for possible damage resulting from the Client's failure to come to the place of departure in time.

2.40. SA gives "free parking at selected airports for the duration of holiday" as a bonus to a purchased tour in some cases. The mentioned bonus can be given in the form of a discount on a tour. The amount of a discount on a parking fee depends on the price of parking at the time of purchase of the tour. A Client notes that SA is unable to influence the current occupancy of the recommended parking area near the given airports to which a bonus applies and therefore is not liable for such situation where the capacity of the specified car park is filled on the arrival in the car park. In the case of using this bonus, we notify the Clients that SA always relates this bonus to the specific car park recommended to SA near the given airport. The use of another car park is done by the Client's own choice.

2.41. After its return from a tour a Client has the right to send a review of the purchased tour via the website of SA to provide information about the quality of the accommodation and the services for other potential Clients of SA. A Client notes that SA is entitled to post a review at its discretion or to refuse to post a review sent by the Client without stating any reason. SA is not obligated to inform a Client about the refusal to publish the Client's review. A Client gives consent to the posting of a review on the websites of SA by sending this review. At the same time, a Client agrees that SA may edit reviews delivered so that they do not mention the particular names of organizers or airlines or other names.

3. Terms and Conditions for the Procurement of Passenger Transport by Air

3.1. SA procures the possibility of concluding a Contract for Passenger Transport by Air and for the Provision of Other Related Services ("Contracts") with a selected carrier for the Clients only under these commercial terms and conditions effective at the time of conclusion of the Contract.

3.2. A Client notes that rights and obligations concerning the Air Transport and the provision of related services are created for the Client and the carrier on conclusion of a Contract. SA acts only as an intermediary in concluding a Contract in the relationship between the Client and the carrier.

3.3. A Client notes that SA does not ensure Air Transport or the provision of related services and is not responsible for the proper and timely execution of Air Transport and the provision of related services or for an accident, illness, loss or damage to articles or other property of the Client in relation to the Air Transport for this reason.

3.4. A Client may place the Client's order for air tickets or related services by the Client's own choice:

- a) using electronic online reservation using the internet on the websites: www.studentagency.cz, www.kralovna.cz, www.studentagency.sk, or www.letenky.cz or on other websites operated by SA;
- b) by phone, fax or e-mail or
- c) in person in the premises of SA.

3.5. When concluding a Contract using any of the above methods, a Client is obligated to produce the identity card on request and to prove other data necessary for ensuring properly the Air Transport, e.g. for identifying a person for the purposes of air transport, a requirement for the transport of non-standard articles, i.e. especially animals, weapons, and sports equipment. A Client notes that carriers may require the payment of fees for an additional change of the data, the accompaniment of a minor travelling alone or the transport of non-standard articles in accordance with their transport terms and conditions or may exclude the Client from transport without the right to have the price of the Air Transport returned.

3.6. A Client makes a binding order for Air Transport or other services and agrees unreservedly with these GCTCs by making a reservation using the electronic online reservation system, by phone, by fax, by e-mail or in person in the premises of SA. After the receipt of an order and the confirmation thereof by the carrier if need be (if this is necessary according to the terms and conditions of the carrier), SA sends the Client the confirmation of the Client's order, stating data on the ordered Air Transport, the related services, the carrier, and the total price:

- a) electronically to the e-mail address which the Client indicated when making the reservation in the case of an electronic online reservation or
- b) using the agreed method (e.g. by post or electronically) in the case of a reservation made by phone, by fax, by e-mail, or in person in the premises of SA.

3.7. A Client notes that:

- a) the confirmation of an order is not binding and the reservation of an air ticket or other services may be changed until the moment when the total price (i.e. the price including the price of the air ticket, the airport, fuel and other charges, the price of other ordered services, the procurement fee, and the like) is paid or until the moment when the binding order is sent by the Client who has payment as per invoice with maturity agreed with the company STUDENT AGENCY;
- b) the carrier reserves the right to change the time for issuing an air ticket and to change the price of an air ticket, airport fees or other services until the moment

when the air ticket or voucher for other services is issued. In such case SA has the claim to the payment of the difference between the amount received and the current price of the air ticket when issuing the ticket;

- c) the possible methods of payment of the price of an air ticket or other services depend on the time limit within which the air ticket must be issued for the reservation made. The specific time limit for the payment of the price of an air ticket is set for the specific rates of prices by the carrier; and
- e) SA charges a procurement fee – transaction fee – according to the valid price list for the procurement of the possibility of concluding a contract for passenger transport by air and the claim of SA to this fee is created at the moment when the reservation is confirmed by the Client.

3.8. A Contract between a Client and a carrier is concluded on the day on which the Client pays the total price to SA after checking the validity of the reservation of the air ticket or other services if need be which was made. The date of payment is governed by item 1.10 of the GTCs. SA is obligated to issue air tickets on the day of conclusion of the Contract. A Client confirms by paying the total price that the Client was provided with all necessary information (including the cancellation and complaint terms and conditions) and the related documents by SA. A Client is obligated to acquaint itself with the terms and conditions of the carrier for a change of an air ticket already issued (e.g. a change of the flight date).

3.9. SA is obligated to hand over or send ordered air tickets to a Client on the working day following the conclusion of the Contract.

3.10. A Client is obligated to make all proposals for changes or for the cancellation of a Contract at the carrier if this is allowed by the Contract or by the terms and conditions of the carrier or through SA if this is allowed by the terms and conditions of the carrier.

3.11. A Client notes that complaints about Air Transport or related services may only be made in the way stated in the terms and conditions of the carrier. SA is not entitled to acknowledge or deal with any complaints made by a Client which relate to Air Transport or related services. Complaints must be made in writing and, unless otherwise stated in the complaint terms and conditions of the carrier, without undue delay but within six months at the latest from the execution of the Air Transport or from the moment at it should have been executed right at the carrier or through SA.

3.11.1. The carrier is responsible for the transport of luggage. If luggage is damaged, delayed, lost or destroyed, the carrier is liable up to EUR 1,220. In such case the Client must lodge a written complaint with the air carrier as soon as possible, within 7 days or within 21 days if the luggage is delayed and this time limit is from the day on which the luggage was handed over to the passenger in both cases.

If the air carrier really performing a flight is not identical to the air carrier concluding the contract, the passenger has the right to lodge a complaint or to make a claim for damages in relation to both carriers. If the company or the code of the air carrier is indicated on the air ticket, this air carrier is the air carrier with whom the contract was concluded.

A claim may be made with the air carrier with whom the contract was concluded (by buying the air ticket) or, in case that these companies are different, with the air carrier really performing the flight.

3.12. In case that a Client makes a complaint through SA, SA will hand over the complaint to the carrier for settling and continues to inform the Client about the progress and result of the complaint procedure. A Client notes that no claims arise for the Client in relation to SA in this case and SA only assists the Client in the complaint procedure. A Client also notes that a complaint falls only within the authority of the carrier also in case that it was handed over to the carrier through SA and SA can influence neither the time for settling the complaint nor its result.

3.13. SA is entitled to provide any compensation only in accordance with the relevant terms and conditions of the carrier.

3.14. SA is only responsible for the performance of its obligations relating to the conclusion of a Contract, i.e. especially for:

- a) the proper and timely notification of the carrier that the order was placed and then the Contract was concluded;
- b) the proper and timely ensuring of the confirmation of the order by the carrier if this is required by the terms and conditions of the carrier;
- c) the proper issue of the air ticket or another travel document;
- d) the proper handover of the required documents to the carrier;
- e) the proper notification of both the carrier and the Client of the changes or of the cancellation of the Contract without undue delay after SA was informed about such change in writing;
- f) the proper and timely transfer of the price of the Air Transport and the price for the related services to the account of the carrier; and
- g) the proper and timely transfer of the price of the Air Transport and the price of the related services to the account of the carrier.

3.15. A Client notes that SA is not obligated to find out possible changes in the reservation before the purchase of an air ticket or changes in the terms and conditions of the Air Transport after the purchase of an air ticket and notify the Client of this information. In accordance with item 3.14. letter (e), SA is obligated to give this information only if it is notified of this information at least one working day before the departure date.

3.16. After purchasing an air ticket or related services if need be, a Client is obligated to provide SA with the Client's valid contact details (as well as any change of these data) in writing for notifying the Client of a change of the flight or of the terms and conditions of the flight. In case that the contact details provided in writing are invalid, SA is not liable for any damage incurred by the Client due to the non-delivery of the notification of any changes. A Client agrees by indicating the contact details that SA may contact the Client using any of the indicated contact details and is fully responsible for ensuring that the Client is available using all the indicated contact details.

3.17. A Client is responsible especially for:

- a) the observance of the visa regulations throughout the flight and stay in the target country and in the transit countries, i.e. also the visa obligation when staying in the transit zone of an international airport, and for arranging for the required visas;
- b) the correctness of the data handed over;
- c) checking on the possible changes of the flight after purchasing the air ticket, which must be checked at the relevant carrier;
- d) checking on the current departure time before departure at the carrier, especially in the case of adverse weather conditions; and
- e) timely arrival for departure.

3.18. A Client is obligated:

- a) to check the correctness of the data in a reservation and then in the transport document (especially the personal data, dates, route, and the continuity of changes); the Client confirms by taking over an air ticket or flight itinerary that the Client has checked and agrees with these data;
- b) to get information about the visa regulations for the entire duration of a flight and a stay in the target country and the transit countries, i.e. also about the visa obligation when staying in the transit zone of an international airport, and to arrange for the required visas;
- c) to acquaint himself/herself with the terms and conditions for the change or cancellation of an air ticket already issued;
- d) to use the first section of a journey according to the reservation and to use the coupons in the order specified on the air ticket;
- e) to reconfirm a return flight 72 hours before the departure at the carrier;
- f) to check the allowed luggage weight at the given carrier and the given rate/class;
- g) to check the possible age limit for a minor travelling alone as well as the term and conditions and charges for the transport of a minor travelling alone which may differ depending on the carrier used; and
- h) to observe the Transport Terms and Conditions posted on the website of the carrier.
- i) inform the SA if you wish to request special services (assistance for disabled passengers, transportation of unaccompanied children, non-standard baggage, guns, sport equipment, animals etc.) before paying for the plane ticket. These services may be subject to the specific conditions of the carrier, and they may not be accepted on all flights.

3.19. A Client notes and agrees that:

- a) the cancellation of an air ticket and the time limit for the possible refund are governed by the terms and conditions of the carrier (airline) for the selected tariff;
- b) in the case of the cancellation of an air ticket the transaction fee for issuing the air ticket (i.e. the procurement fee) is non-refundable and SA may charge a fee for making the cancellation of the air ticket according to the valid price list; the transaction fee for issuing an air ticket is non-refundable also in the case of the cancellation of the air ticket due to a change in the flight schedule on the part of the carrier;
- c) the provision of the other services (travel insurance, insurance against cancellation fees, etc.) is governed by the terms and conditions of the provider of the relevant service;
- d) in case that the Client is interested in additional services (insurance against cancellation, the accompaniment of the Client, or special meal), the Client is obligated to inform SA about this when placing an order;
- e) in the case of the change of the departure date for an issued air ticket, if making this change is allowed by the tariff conditions, the carrier has the right to the payment of the difference between the amounts received and the current amounts of the price of the air ticket and the airport and fuel charges as of the day of the change if there is an increase compared with the amounts on the date of issue of the air ticket;
- f) in the case of low-cost airlines there is a higher risk of the change or cancellation of the flight by the carrier. The obligation and the possibility of providing a substitute connection by the carrier may be limited in such cases;
- g) Small changes in flights of up to 10 minutes which do not affect the continuity of the connections on the plane ticket are accepted automatically. The client will be

informed by e-mail. When a flight is changed by the airline, the client will be informed by the SA via e-mail, over the phone or in person. If the itinerary will meet the flight continuity and the client is requested to confirm the change, he/she must do so by the specified date given along with this information. The deadline for the confirmation of the change is generally within 14 days, unless otherwise specified. If the client does not respond within this period, it shall be assumed that the client agrees with a change in the flight by 1 to 120 minutes and the change will be accepted automatically.

- h) in the case of the purchase of separate air tickets (e.g. by reason of reducing the travelling costs) the carrier has no liability for the costs incurred due to the change or the purchase of the air ticket for the subsequent flight in the case of any delay, change or cancellation of the preceding flight;
- i) some airports require the local departure fee payable in cash in the local currency; and
- j) a Client notes and agrees that the time limit for refunding the price of an air ticket after the deduction of the cancellation and transaction fees which is reserved by the carrier is extended by a period of 21 days within which SA undertakes to pay the relevant amount to the Client.

4. Terms and Conditions for the Procurement of Services of Individual Tourism Services (e.g. accommodation, hire of means of transport, especially cars and caravans, air tickets, tickets, trips, etc.)

4.1. SA is an authorised agent for the procurement of accommodation and other individual tourism services and related services of selected providers of these services ("Provider") with which SA has concluded contracts under which SA is entitled to negotiate these services with Clients on behalf of the relevant Provider on the basis of the confirmation of the binding order for services (hereinafter referred to as a "Confirmation") and to collect the agreed price of the services on its behalf.

4.2. SA offers the Clients the possibility of procuring the ensuring of selected services with a selected Provider. A Client notes that the rights and obligations are created for the Provider of the service and the Client only and SA acts only as an agent in this relationship.

4.3. A Client notes that only the Provider of a given tourism service and related services is responsible for the provision of services according to its commercial terms and conditions and SA is not responsible for; SA is not the provider of accommodation or other services and therefore is not responsible for the proper and timely realization of these services and is not liable for an accident, illness, loss or damage to articles or other property of the Client in connection with accommodation or use of other services procured.

4.4. A Client may place the Client's order for services by its own choice:

- a) using electronic online reservation via the internet on the websites: www.studentagency.cz, www.kralovna.cz, or www.letenky.cz or on other websites operated by SA;
- b) by phone, fax or e-mail; or
- c) in person in the premises of SA.

4.5. A Client places a binding order for accommodation services or other and related tourism services and agrees unreservedly with these GCTCs by making a reservation using the electronic online reservation system, by phone, by fax, by e-mail, or in person in the premises of SA. After the receipt of an order SA immediately confirms the receipt thereof and after the confirmation thereof by the Provider of

the service if need be (if this is necessary according to the terms and conditions of the Provider of the service), SA sends the Client the confirmation of the Client's order, stating data on the ordered accommodation or other or related services, the Provider of the service, and the total price:

- c) electronically to the e-mail address which the Client indicated when making the reservation for an electronic online reservation or
- d) using the agreed method (e.g. by post or electronically) for a reservation made by phone, by fax, by e-mail, or in person in the premises of SA.

4.6. A Client notes that the confirmation of an order is not binding and the reservation of the accommodation or other and related services if need be as well as their price may be changed until the moment when the total price (i.e. the price including the price of accommodation, the ordered other and related services, the procurement price, and the like) is paid. Binding orders are accepted within the usual working hours by 18:00 hours at the latest on working days. Orders which are received by the supplier after the working hours will be processed on the following working day.

An agreement on services between a Client and a Provider is bindingly concluded at the moment when the Client pays the total price after checking the validity of the reservation of accommodation or another related service made at SA. A Client confirms by paying the total price that the Client was provided with all necessary information (including the cancellation and complaint terms and conditions) and the related documents by SA.

4.8. In case that the terms and conditions of the Provider of accommodation and other services require the conclusion of a contract in writing, SA notifies the Client of this fact as soon as the Provider of the accommodation or another service confirms the Client's order. At the same time, SA informs the Client about the period of validity of the order within which the Client is obligated to conclude the contract. In case of the lapse of the period of validity of the order it is necessary to ask for a new confirmation of the order by the Provider of accommodation or another service. A contract is concluded when signed by the Client and SA. A Client confirms by signing a contract that the Client was provided with all necessary information (including the cancellation and complaint terms and conditions) and the related documents by SA.

4.9. After placing a binding order for a service, SA is obligated to issue and hand over or send an accommodation voucher or a voucher for the ordered or related tourism services the submission of which is necessary for using the accommodation or other or related services to the Client.

4.10. A Client is obligated to make all proposals for changes or for the cancellation of ordered services right at the Provider of the ordered services if this is allowed by the terms and conditions of the Provider or through SA if this is allowed by the terms and conditions of the Provider of the ordered service.

4.11. A Client may solve a complaint about procured services through SA; however, the Client notes that SA is not entitled to acknowledge complaints about accommodation or other or related services or to settle them for the Provider of the service. Unless otherwise stated in the complaint terms and conditions of the Provider of the service, complaints about defects which can be removed immediately must be made with the authorised person providing the accommodation or related services without undue delay and if such complaint is not accepted,

which the Client must prove by a written confirmation, directly at the Provider of the given service or through SA.

4.12. In case that a Client makes a complaint through SA, SA will hand over the complaint to the Provider of the service for settling and continues to inform the Client about the progress and result of the complaint procedure. A Client notes that no claims arise for the Client in relation to SA in this case and SA only assists the Client in the complaint procedure. A Client also notes that a complaint falls only within the authority of the Provider of accommodation also in case that it was handed over to the Provider of the service through SA and SA can influence neither the time for settling the complaint nor its result.

4.13. SA is entitled to provide any compensation only in accordance with the relevant terms and conditions of the Provider of the service.

4.14. SA is only responsible for the performance of its obligations connected with the binding arrangement of a service, i.e. especially for:

- a) the proper and timely notification of the Provider of the service that the order was placed and then the service was bindingly ordered;
- b) the proper and timely ensuring of the confirmation of the order by the carrier if this is required by the terms and conditions of the Provider of the service;
- c) the proper and timely issue of the service voucher;
- d) the proper handover of the required documents to the Provider of the service;
- e) the proper notification of both the Provider of the service and the Client of changes or cancellation on the following working day after SA was informed about such change in writing; and
- f) the proper and timely transfer of the price of the service and the related services to the account of the Provider of the service.

4.15. A Client notes that SA is not obligated to find out possible changes in the reservation before the payment of the price of the services or changes in the terms and conditions of the accommodation or other or related services after the issue of the voucher for using them and to notify the Client of this information.

4.16. After the payment of the price of accommodation or other or related services, a Client is obligated to provide SA with the Client's valid contact details (as well as any change of these data) in writing for notifying the Client of a change of the accommodation or other services if need be. In case that the contact details provided in writing are invalid, SA is not liable for any damage incurred by the Client due to the non-delivery of the notification of any changes.

4.17. A Client is responsible especially for:

- a) the correctness of the data handed over and
- b) the timely start of accommodation or start of using the procured service.

4.18. A Client is obligated:

- a) to check the validity of the travel documents of the Client and of all the other persons to be accommodated and to check the conditions for entering all target and transit destinations to be visited for the purpose of using an ordered service, especially the entry formalities and visa requirements, advance enough before the start of accommodation or of using another ordered service. A Client notes that neither SA nor the Provider of a service has liability for possible damage incurred due to the refusal to allow the Client or other travelling persons to enter the country of the target or transit destination or the refusal to check in for transport to such destination;

- b) to arrange for the required stay and transit visas for the Client and the persons travelling with the Client;
- c) to ensure that both the Client and other travelling persons meet the health and other requirements required for the journey or stay at all target and transit destinations; and
- d) to check the correctness of the data on a voucher for accommodation issued by SA and for other services (especially the personal data, accommodation dates, the type of accommodation, the type of the hired vehicle, and the like); a Client confirms by taking over a service voucher that the Client has checked and agrees with these data.

4.19. A Client notes and agrees that the cancellation of a service is governed by the terms and conditions of the Provider of the service and the time limit for the possible refund of the price paid or a part thereof through SA set therein is extended by a period of 21 days; SA undertakes to pay the Client the relevant amount within this period.

5. Terms and Conditions for Arranging for a Stay Permit (Visa)

5.1. SA offers the Clients arranging for a visa for a consideration on the basis of the Client's order placed as selected by the client: by phone, by e-mail or in person in any premises of SA.

5.2. A Client is obligated to indicate especially the following data in an order: the personal data of the persons for whom the visas are to be arranged for (including the nationality), the full official name of the state for which the Client requires to arrange for a visa, the type of a required visa, and the required time and duration of a visa. After the receipt of an order, SA sends the Client the confirmation of the order, stating the data on the ordered arrangement for a visa, the documents required for arranging for a visa successfully, the amount of the administrative charge for the processing of a visa, and the fee for SA.

5.3. A contract is concluded on the payment of the fee for SA and the administrative charge for the processing of the visa. A Client confirms by concluding a contract that the Client was provided with all necessary information, including the expected time limit for the processing of the application for the visa by SA. The day of payment of a fee and an administrative charge is deemed to be the day on which cash is taken over or payment is made by payment card or the day when the payment is credited to the account of SA depending on the method of payment, in accordance with point 1.10 of these GCTCs.

5.4. If a Client decides to withdraw an application for the issue of a visa after the submission of the application or to terminate a contract with SA before the visa is issued, SA has the claim to the payment of the proportional part of the fee for the acts already performed, but of not less than 50 % of the fee. A Client notes that the paid administrative fee is not refunded after the application for the issue of the visa is submitted also in case that the Client does not withdraw the Client's application but the visa is not issued.

5.5. After concluding a contract, the Client is obligated to hand over all documents required for the processing of the visa to SA without undue delay. SA is not obligated to perform any acts leading to the processing of the visa until such documents are received. A Client notes that the relevant representative office may require the submission of other documents in the course of the visa procedure and SA will notify the Client thereof and the Client is obligated to provide SA with such other documents immediately.

5.6. A Client is obligated:

- a) to inform SA truthfully and fully of all facts and information decisive for issuing a visa;
- b) to render all assistance required for the processing of a visa to SA; and
- c) to grant and deliver a power of attorney to SA if it is required for the processing of a visa.

5.7. SA is obligated:

- a) to protect properly documents received from a Client for the purposes of processing a visa and to submit them to the relevant representative office;
- b) to inform a Client of the course of the processing of a visa at the request of the Client;
- c) to act according to its competences and knowledge and to deviate from the Client's instructions only if this is in the interest of the Client and SA cannot receive the Client's consent in time; and
- d) to collect visas after the issue thereof in accordance with the time stated by the relevant embassy and to deliver them to the Client without undue delay, together with the documents which are returned by the representative office, especially the passport with the visa granted, or to agree with the Client on another way of handing over a visa and the relevant documents if these are returned together with the passport and the visa by the relevant embassy.

5.8. A Client notes that:

- a) SA is not responsible for the non-issuance of a visa due to the incorrectness of the data or documents handed over or failure to render the required assistance or to grant the required letter of attorney properly and in time;
- b) SA is not responsible for exceeding the expected period for issuing a visa;
- c) SA is not responsible for the non-issuance of a visa if this was caused by a circumstance which SA was unable to influence (e.g. administrative discretion of the representative office);
- d) a representative office may invite the Client to visit it in person or to submit other documents not stated in the original terms and conditions for the process of issuing the visa;
- e) SA is not responsible for the correctness of the information relating to visa obligations. The Client is obligated to check this information at the relevant representative office at the Client's expense and responsibility.

5.9. SA is entitled to terminate a contract with immediate effect if the trust between the Client and SA is disrupted. In such case the contract discharges at the moment when SA informs the Client about the termination. After the discharge of a contract SA is also obligated to do everything which cannot be delayed so that the Client does not suffer harm. After the discharge of a contract, SA is obligated to hand over all documents which SA has received for the purposes of arranging for the visa from the Client and has still at its disposal to the Client. SA has the right to retain the adequate part of the fee according to the acts already performed.

5.10. A Client can make a complaint about services of SA concerning procurement with SA (we recommend do this in writing). A complaint can be made within a statutory time limit, i.e. 30 days from the issuance/non-issuance of the visa. A complaint can be made to: reklamace@dovolena.cz.

6. Terms and Conditions for the Procurement of Study Stays Abroad

6.1. SA offers the Clients the possibility of procuring a study stay abroad ("Stay"), organized by the organizer as

selected by the Client on behalf and at the expense of the Client on the basis of a procurement contract.

6.2. A Client notes that SA is not the organizer of a stay and for this reason SA is not responsible for the proper and timely execution of the stay and is not liable for an accident, illness, loss or damage to articles or other property of the Client in connection with the stay.

6.3. A Client notes that:

- a) host family accommodation means private accommodation and a host family may also be a person living alone;
- b) the prices of stays given in the price lists of SA are of an informative nature only and are not binding. The binding price of a stay, including the relevant VAT and in the currency which corresponds to the state in which the stay is to take place, together with the conversion to the Czech crowns according to the current exchange rate will be given in the procurement contract;
- c) SA has the right to increase the price of a stay also after the conclusion of the procurement contract in case that the price is increased by the organizer of the stay. In such case the Client has the right to have such increase confirmed by the organizer of the stay;
- d) SA has the right to increase the price of transport to a place of stay if the selected carrier increases the price after the conclusion of the contract, e.g. due to seasonal fluctuations in the prices of air tickets. Likewise, the departure and arrival times may be changed. SA is obligated to inform the Client about these facts without delay;
- e) the Client is not entitled to a discount on the price of a stay for the days on which teaching is not provided due to a public or local holiday;
- f) in case that the Client is expelled from the country of a study stay, is prohibited from staying in the country of a study stay, or is excluded from a relevant study programme, the Client has no claim to the refund of the price of the stay or a part thereof;
- g) in case of doubts a given stay and additional services are deemed to comply with the standard terms and conditions of the organizer of the study programme and the providers of the relevant services; and
- h) the photographs used in the promotional materials of SA are for illustrative purposes only.

6.4. A procurement contract between SA and a Client is concluded in writing or impliedly by paying the price of the stay or the advance payment specified in the advance invoice by the Client. In the case of such implied conclusion of a procurement contract the Client is obligated to deliver a written copy of the procurement contract signed by the Client to SA without undue delay. If a Client fails to do so within 14 days from the implied conclusion of a procurement contract, SA is entitled to withdraw from the procurement contract and to retain a handling fee of 15 % of the payment received, but not more than CZK 1,000, as a lump-sum reimbursement of the costs incurred.

6.5. SA undertakes by concluding a procurement contract to procure the stay specified in the procurement contract for the Client and the Client undertakes to pay SA the procurement fee and the price of the stay and the price of the additional services required by the Client if need be.

6.6. A Client confirms by concluding a procurement contract that the Client has acquainted himself/herself with all information concerning the stay which was provided by SA for the Client or which is available on the website of SA.

6.7. A Client is obligated to pay the price of a stay and a fee of SA within the time limits and in the amount set in

the procurement contract on the basis of an invoice issued by SA.

6.8. In case that the exchange rate of the Czech crown in relation to the currency in which the price of a stay is set increases by more than 5 % on the day of payment of the invoice compared with that on the day of issue of the advance payment invoice, the Client is obligated to pay SA the full exchange rate difference created. In case that a Client fail to do this within five days, SA is entitled to withdraw from the procurement contract and the Client is obligated to pay the cancellation fees for the stay according to these GCTCs.

6.9. In case that the exchange rate of the Czech crown in relation to the foreign currency in which the price of a stay is set decreases by more than 5 % on the day of payment of the invoice compared with that on the day of issue of the advance payment invoice, the Client has the claim to the refund of the exchange rate difference created from SA.

6.10. SA is entitled to set maturity so that the total price and the fee are paid before the start of the stay. If a maturity period is less than three days, SA is obligated to notify the Client thereof.

6.11. A Client has the option of selecting the payment of the price of a stay in two instalments, 25 % of the price payable within 14 days from the issue of the invoice and 75 % of the price six weeks at the latest before the planned start of the stay. In the case of special offers/discounts given by SA the maturity can be set differently in the conditions of obtaining this special offer/discount.

6.12. SA is obligated to make a reservation of the selected stay for a Client within seven working days from the payment of the price of the stay or the advance payment and the fee of SA. If the period between the conclusion of a procurement contract and the start of the stay is shorter than 10 days, SA is obligated to make this reservation without undue delay, but not before the Client pays the price of the stay and the fee of SA.

6.13. SA notifies a Client:

- a) of the course of the procurement of a stay on the Client's request always within the time limit required for finding out the required information;
- b) in the case of the confirmation of the reservation of a stay by the organizer of such stay without undue delay; and
- c) in the case of the non-confirmation of the reservation of a stay by the organizer of such stay without undue delay, but not later than seven days before the planned start of the stay; this does not apply if the contract is concluded with the Client within a period of less than seven days before the planned start of the stay. In such case SA offers the Client a substitute term or stay as such. If a Client disagrees with a proposed substitute, the Client has the right to withdraw from the procurement contract. SA is then obligated to return the part of the price of the stay already paid to the Client.

6.14. In the case of the confirmation of a reservation by the organizer of the stay SA is obligated to deliver the documents required for the start of the stay to the Client before this planned start of the stay.

6.15. A Client is especially obligated:

- a) to check the validity of the Client's travel document and to check the conditions for entering all target and transit destinations, especially the entry formalities and visa requirements, in advance enough before the planned start of a stay. A Client notes that neither SA nor the

organizer of the stay is responsible for possible damage incurred due to the refusal to allow the Client to enter the country of target or transit destination or the refusal to check in for transport to such destination;

- b) to ensure the required stay and transit visas;
- c) to ensure that the Client meets the health and other requirements required for a journey or stay in all target and transit destinations;
- d) to follow the instructions of the organizer of a stay; and
- e) to behave in such a way that the Client does not break the generally binding legal regulations of the given country, the study programme rules laid down by the organizer, does not interfere unlawfully or unreasonably with the rights of the other participants in the stay, and does not impair the reputation of SA during a stay.

6.16. A Client notes that in case that the capacity of a particular stay selected by the Client is not filled the organizer of the stay may change the Client's type of stay to an adequate substitute. If an adequate substitute for a stay is provided for a Client, the Client has no right to withdrawal from the procurement contract and the refund of the price or a part thereof.

6.17. A Client has the right to require a change in the terms and conditions of a stay. If the required change is possible, SA has the right to have all costs spent by SA on ensuring such change reimbursed.

6.18. A Client has the right to cancel an ordered stay by a notice sent by registered post to the address of the registered office of SA. In such case a Client is obligated to pay SA the following cancellation fees:

- a) If a Client cancels a stay more than 30 days before the planned start of the stay, the Client is obligated to pay a cancellation fee of up to 20 % of the total price of the stay and of up to 100 % of the price of the additional services.
- b) If a Client cancels a stay 30 to 5 days before the planned start of the stay, the Client is obligated to pay a cancellation fee of up to 50 % of the total price of the stay and of up to 100 % of the price of the additional services.
- c) If a Client cancels a stay less than 4 days before the planned start of the stay or after the start of the stay, the Client is obligated to pay a cancellation fee of up to 100 % of the total price of the stay and of up to 100 % of the price of the additional services.

The determination of cancellation fee amounts is based on the price including VAT.

6.19. A Client is obligated to pay a cancellation fee in the relevant amount also in case that the Client does not start a stay due to reasons on the part of the Client or due to the provision of incorrect data provided for the purposes of procuring the stay by SA.

6.20. If the participation of a Client in a stay is conditioned by obtaining a visa and the Client does not obtain it at least 14 days before the planned start of the stay, the procurement contract becomes invalid and SA is entitled to a cancellation fee of up to CZK 4,500 and of up to 100 % of the price of the additional services. If a visa was arranged for by SA, the Client is obligated to reimburse SA for all costs incurred in connection with arranging for the visa for the Client.

6.21. A stay is deemed to be cancelled on the day on which the written notice of cancellation of the stay of the Client is delivered to SA. The procurement contract discharges on this day.

6.22. The entitlement of SA to the payment of a cancellation fee arises on the day of discharge of the procurement contract or on the planned day of start of the stay, whichever comes earlier. SA undertakes to notify a Client of the amount of a cancellation fee, including the amount which SA retains from the price already paid, in writing. A cancellation fee is payable within three days from notifying the Client in writing by SA.

6.23. SA is obligated to be available to a Client or a participant in a stay on the phone within the standard working hours of SA to solve problems which may occur in the course of the study stay.

6.24. In case that defects in a stay compared with the contract or these GCTCs are found out, the Client has the right to make a complaint about the stay directly at the organizer of the stay or through SA during the stay. A Client has the right to a remedy, and if this is not possible, to a reasonable discount on the price of the stay. The amount of a discount is determined by the organizer of the stay in cooperation with SA. If a Client does not make a complaint during a stay, the stay is deemed to show no defects. A Client notes that any reservations of the Client about a stay or additional services made after the end of the stay are disregarded. A complaint concerning transport on the way back after the end of a stay may be made by a Client in accordance with the commercial terms and conditions of the relevant carrier or, otherwise, without undue delay and not later than six months after the end of the transport.

7. Terms and Conditions for the Procurement of a School Stay Abroad

7.1. If the subject matter of procurement is a host family stay of a pupil in another state connected with regular school attendance agreed for a period of at least three months ("school stay abroad"), the organizer will ensure, with the assistance of the pupil, a suitable host family accommodation as well as the supervision of the pupil and care for the pupil according to the usual conditions in the country of the school stay. At the same time, it will create such conditions for the pupil that the pupil can attend school regularly.

7.2. An organizer is not entitled to a withdrawal fee if a Client withdraws from a contract before the start of the school stay because the organizer did not provide the Client with a) the name and address of the host where the pupil will be accommodated on arrival and b) the name and address of the authorised person (coordinator) in the country of the school stay who may be asked for help and the information about how to contact this person two weeks in advance.

7.3. An organizer is not entitled to a withdrawal fee if a Client withdrawn from a contract because the organizer did not prepare the pupil for the stay properly.

7.4. A Client has the right to withdraw from a contract during the school stay; the organizer is entitled to the agreed fee reduced by the costs saved. The organizer will take measures necessary for the transport of the pupil back; the Client will pay the organizer the increased costs connected therewith. If a Client withdraws from a contract due to a breach of an obligation by the organizer, the organizer is not entitled to the fee reduced by the costs saved or to the increased costs connected with the transport of the pupil back.

7.5. The provisions of items 1, 2 and 6 of the GCTCs will apply to a contractual relationships concerning the procurement of a school stay abroad appropriately.

8. Terms and Conditions for the Procurement of a School Trip

8.1. These terms and conditions regulate the rights and obligations of the contracting parties when school trips are procured within the intention of the provisions of § 2521 et seq. of the CC, which are organized for groups of at least 45 paying persons (students). Within the intention of § 2528 par. 1 of the CC, the execution of a school trip is conditioned by reaching this number.

8.2. SA is the organizer of school trips ordered by a Client (organizing school/teacher) under a contract for ensuring a school strip (a "School Trip Contract").

8.3. SA undertakes by concluding a School Trip Contract to procure a school trip for the Client at the time, with the duration, and in the place and standard specified in the School Trip Contract (transport, host family accommodation, insurance, catering, and the provision of teaching) and the Client undertakes to pay the agreed price for the procurement of the school trip.

8.4. A Client notes and agrees that a school trip will only take place if the capacity of the trip is filled, i.e. if there are at least 45 persons (students) paying the full price. If the capacity of a trip is not filled, SA is entitled to cancel the trip according to § 2528 par. 1 of the CC and to inform the Client thereof in writing without undue delay. In such case SA is obligated to return the advance payment made or the price of the school trip paid by the Client without undue delay after the application of the cancellation terms and conditions specified in item 8.26.

8.5. A Client is entitled to insist on the ensuring of a school trip also in case that the capacity is not filled, i.e. the number of students is less than 45 persons, provided that the Client pays the full price corresponding to forty persons paying the full price, which results to an increase of the price per student.

8.6. A Client notes and agrees that:

- a) all reservations are only preliminary until the signing of the School Trip Contract and the payment of the invoice. SA makes binding reservations with its partners only on the basis of the signed School Trip Contract and the paid invoice for the school trip;
- b) in the case of the cancellation of a school trip because the capacity is not filled, no entitlement to any performance from SA arises for the Client, irrespective of the cancellation time of the school trip;
- c) SA provides three free places for teachers per 45 persons paying the full price (in the case of smaller groups 1 free place per 15 students) and guide services in the standard ordered by the Client on condition that the teachers render assistance according to the instructions for pedagogical supervision during the preparation and in the course of the school trip;
- d) a host family accommodation means a private accommodation and a host family may also be a person living alone;
- e) suitable host families are selected and insurance is ensured by SA on the basis of the lists of travelling persons (students and teachers) and SA must be provided with these lists by the Client (organizing school/teacher). SA takes care of the protection of personal data on the basis of the duties laid down by the relevant legal regulations;
- f) the prices of stays given in the catalogue and on the websites operated by SA are of an informative nature only and are not binding. The

binding price of a stay, including the relevant VAT, will be given in the School Trip Contract, with a reservation stipulated in item 8.19 letter b) of the GCTCs;

- g) the services which are included in the price of a school trip are specified in the price offer, which is valid for 1 month, and then they are incorporated in the School Trip Contract;
- h) the Client is not entitled to be given a discount on the price of a stay for the days on which teaching, if included in the school trip, is not provided due to a public or local holiday; and
- i) the photographs used in the promotional materials of SA are of an illustrative nature only.

8.7. A concluded School Trip Contract supersedes the confirmation of the school trip and contains all elements according to § 2527 of the CC. If the data given in a School Trip Contract or in a confirmation of the school trip (hereinafter referred to as a "School Trip Contract") differ from the data given in the general description of the trip or in the offers of SA in the catalogue or on the websites, the data given in the School Trip Contract are valid and binding.

8.8. SA declares that SA is a travel agency having a bankruptcy guarantee insurance taken out within the intention of Act No. 159/1999 Coll., on certain conditions of business activities and on the performance of certain activities in the tourism sector, as amended, and will give the Client proof thereof along with a confirmation of the school trip or a School Trip Contract.

8.9. A Client confirms by signing a School Trip Contract that:

- a) the data on the travellers in the School Trip Contract are correct and checks at the same time whether the specified services correspond with the order. In the case of a discrepancy, the Client is obligated to inform SA without delay. If the Client confirms the School Trip Contract by signing, it is deemed to be issued in accordance with the Client's requirements;
- b) the Client has acquainted himself/herself with all information concerning the school trip which was provided for the Client by SA or which is available on the websites of SA;
- c) along with the draft contract, the General Terms and Conditions, including the cancellation terms and conditions and the amount of the withdrawal fee in case that the Client withdraws from the contract, were provided for the Client and at the same time the Client confirms that the Client has acquainted himself/herself with these terms and conditions in detail, agrees with them unreservedly, and notes that these terms and conditions are an integral part of the contract;
- d) before concluding the contract, the Client was informed about the passport and visa requirements, the time limits for the processing thereof, and also the health documents required for the journey and stay;
- e) before concluding the contract, information (in the form of a catalogue, a catalogue sheet, an additional offer, or in another suitable way) with the detailed specification of the school trip, concerning especially the accommodation, its location, the type, nature and category of the means of transport and the data on the route of the journey, the method and scope of catering (if included in the ordered services), and the form and scope of teaching and about other services if need be and if these are included in the school trip were provided for the Client and the Client notes that this information is a part of the school trip contract;

- f) a document which contains information about the travel agency bankruptcy guarantee insurance taken out by SA, especially the name of the insurance company, the insurance conditions, and the method of notifying of an insurance event, was handed over to the Client;
- g) that the Client has acquainted himself/herself with the insurance conditions of the travel insurance;
- h) that the Client meets the conditions for participating in the trip if they were laid down; and
- i) that the Client disposes of sufficient financial means so that the Client is able to fulfil properly and in time the Client's obligations arising out of the School Trip Contract.

8.10. SA is obligated to be available to a Client or a participant in a stay on the phone within the standard working hours for solving problems which may occur during the school trip. SA offers a Client the participation of a guide who represents the organizer of the school trip and cares for the quality and completeness of a service provided, i.e. the accommodation, teaching, catering, and trips, solves comments and requirements of the teachers and students on site, provides them with the required information, and communicates with foreign partners on behalf of the group during the school trip.

8.11. All documents required for the execution of a school trip will be ensured by the guide who is available to the teachers and students throughout the duration of the trip and who will have the above documents with him during the school trip. In case that any of these documents are provided for the contact teacher, this teacher is obligated to hand over them to the students or their legal representatives without delay.

8.12. SA informs a Client:

- a) on request of the Client about the course of ensuring a school trip always within the time limit required for finding out the required information;
- b) in case that a reservation of services ensured is confirmed by the provider of these services without undue delay; and
- c) in case that a reservation of services ensured is not confirmed by the provider of these services without undue delay, but not later than seven days before the planned departure for the school trip; this does not apply if the School Trip Contract is concluded with the Client during a period of less than seven days before the planned departure for the school trip. In such case SA offers the Client a substitute term or school trip as such. If a Client disagrees with a proposed substitute, the Client is entitled to withdraw from the School Trip Contract. SA is then obligated to return the part of the price of the school trip already paid to the Client.

8.13. Before concluding a contract, SA is obligated to provide the Client with the information about the passport and visa requirements, the time limits for the processing thereof and also the requirements for the health documents required for the journey and stay.

8.14. A Client is obligated especially:

- a) to cooperate to fill the capacity of a school trip and to provide SA in time with the required data on the travelling persons (students) for the purpose of ensuring a suitable accommodation and form of teaching, i.e. to provide SA especially with the contract signed, a list of the students and teachers for accommodation, the applications for the pedagogical accompaniment and a list of the teachers and students for insurance, and the Client's affirmation that the teachers

accompanying the students taking the school trip are without a criminal record;

- b) to ensure that the students taking a school trip are accompanied by their own pedagogical supervision, always at least one adult per 14-19 minor students. The pedagogical supervision is responsible for the students throughout the school trip, from the departure from the designated place to the arrival in the same place;
- c) to ensure that the teachers who participate in a trip follow the Instructions for Teachers (which is Annex No.1 to the contract) and the conditions which are stated therein and that they acquaint the students and their parents with the Instructions for Conduct and Safety of Students Taking a Trip Abroad (which is Annex No. 2 to the contract);
- d) to check the validity of the travel documents of all travelling persons, including children, and to ensure the fulfilment of the conditions for entering all target or transit destinations which they will visit during the trip, especially the entry formalities and visa requirements, in advance enough, but the best before placing the binding order for the trip. A Client notes that SA has no liability for possible damage incurred due to the refusal to allow any travelling person to enter the target destination or any transit destination or the refusal to check in for transport to such destination;
- e) to arrange for the required stay and transit visas if these are not included in the trip;
- f) to ensure that all travelling persons meet the health and other requirements required for the journey or stay in all target and transit destinations;
- g) to have all documents required for entering the relevant countries of stay or transit with the Client;
- h) to meet the vaccination or other health obligations when travelling to such countries for which the international health regulations are laid down;
- i) to follow the instructions of the organizer of the school trip; and
- j) to behave in such a way that the Client does not break the generally binding legal regulations of the given country and the rules of the school trip laid down by the organizer, does not interfere unlawfully or unreasonably with the rights of the other participants in the school trip, and does not impair the reputation of SA during a school trip.

8.15. A Client is obligated to pay the price of a school trip within the time limits and in the amount set in the School Trip Contract on the basis of the invoice issued by SA.

8.16. A Client undertakes to pay the advance payment of at least 25 % for an ordered school trip within five working days from the receipt of the School Trip Contract. A Client undertakes to pay the balance of a contractual price six weeks before the departure. Depending on the method of payment, the day of payment of a price is deemed to be the day on which the cash is taken over or the payment is made by payment card or the day on which the payment is credited to the account of SA. The time limits for making an advance payment and paying the balance of a price are binding on the Client and the Client bears full responsibility for them by itself. SA is not liable for the consequences of any delayed payment on the part of a Client.

8.17. SA is entitled to set maturity so that the total price is paid before the start of the school trip. If a maturity period is less than three days, SA is obligated to notify the Client thereof.

8.18. The price of a school trip includes complete insurance including luggage insurance, treatment expenses insurance, accident insurance, damage liability insurance, and cancellation fees insurance (this does not apply to short-term stays). Accurate information about insurance is an integral part of the information package which a Client will receive along with the binding application through the organizing teacher.

8.19. SA, as the organizer of a school trip, is entitled to increase the price of the school trip for the following reasons:

- a) if the price for transport, including these fuel prices, or the payments connected with transport such as airport, port or other charges included in the price of the school trip increase by the twenty-first day before the agreed moment of the start of the trip and
- b) if the exchange rate of the Czech crown used for determining the price of the school trip increases by more than 10 % on the day of issue of the balance payment invoice compared with that on the day of issue of the contract, the Client is obligated to pay SA the exchange rate difference created in full. In case that a Client fails to do this within the maturity of the balance payment invoice, SA is entitled to withdraw from the school trip contract and the Client is obligated to pay the cancellation fees for the stay according to these GTCs.

If SA sends a notice of a price increase to a Client later than on the twenty-first day before the start of the trip, the price increase has no legal effects.

8.20. In case that the exchange rate of the Czech crown used for determining the price of a school trip decreases by more than 10 % on the day of payment of the invoice compared with that on the day of issue of the advance payment invoice, the Client is entitled to have the exchange rate difference created returned from SA.

8.21. A Client notes and agrees that:

- a) there may be a change (increase) in the price of a school trip also after the conclusion of the School Trip Contract in case that a price is increased by the contractual providers of the services procured (especially accommodation, catering, and teaching). In such case a Client has the right to a confirmation of such increase and
- b) there may be changes in the dates of departure and arrival. SA is obligated to inform the Client about these facts immediately.

8.22. If SA has to change the terms and conditions of a School Trip Contract before the start of the school trip for objective reasons, SA may propose the Client a change of the School Trip Contract. If a proposed change of a School Trip Contract also results in a change in the price of the school trip, the new price must be given in the proposal. If SA proposes a change of a School Trip Contract for the above reason, the Client has the right to decide whether to agree with the change of the School Trip Contract or whether to withdraw from the School Trip Contract. A Client is entitled to withdraw from a School Trip Contract within 5 days from the receipt of a proposal for a change of the School Trip Contract. If a Client does not use the right to withdraw from a School Trip Contract within the set time limit, the Client is deemed to agree with the change of the School Trip Contract. If a change of a School Trip Contract results in an increase in the price of the school trip, the Client is obligated to pay SA the difference in the price of the school trip within the time limit set in the proposal for the change of the School Trip Contract. If this obligations is

breached, SA has the right to withdraw from the School Trip Contract.

8.23. SA reserves the right to make operative changes in the programme of a school trip and provided services also during the school trip and if it is not possible to ensure the originally agreed programme and to observe the originally agreed services for objective reasons. In this case SA is obligated to ensure services equal or approximating to the services agreed in the School Trip Contract if possible. The cancellation of a part of a school trip or an individual service in the programme of a school trip for reasons which SA is unable to influence is not a reason for withdrawal from the School Trip Contract by the Client.

8.24. A Client has the right to require a change of the terms and conditions of a school trip. If a required change is possible, SA has the right to have all costs incurred in ensuring such change reimbursed.

CANCELLATION TERMS AND CONDITIONS

School trips by bus

8.25. A Client is entitled to cancel a non-binding order or reservation of a school trip without cancellation fees until the moment when the advance payment is made and the School Trip Contract is signed. When a School Trip Contract is signed and the advance payment is made or the total contractual price of the school trip is paid, the Client is entitled to withdraw from the contract only under the cancellation terms and conditions laid down.

8.26. In the case of withdrawal from a School Trip Contract or the cancellation thereof SA has is entitled to the cancellation fees. The cancellation fee amounts per person are as follows:

- a) more than 6 weeks before the departure
10 % of the price of the trip;
- b) 6 weeks – 30 days before the departure
25 % of the price of the trip;
- c) 29-7 days before the departure
75 % of the price of the trip; and
- d) 6 days and less before the departure
100 % of the price of the trip.

8.27. Withdrawal may only be performed in writing and with the signature of the Client or a particular participant in the school trip and sent to SA by registered post without undue delay during the working hours of SA. The day of delivery of the withdrawal from the contract to SA is decisive for determining the amounts of cancellation fees.

8.28. Cancellation fees are not charged if the Client ensures substitutes for the persons cancelled.

8.29. A Client is obligated to pay a cancellation fee in the relevant amount also in case that a travelling person does not arrive for the school trip for reasons on the part of that person or due to the provision of incorrect data provided for the purposes of ensuring the school trip by SA.

Groups travelling by air

8.30. In case that air transport is ensured within a school trip, the cancellation thereof is governed by the cancellation terms and conditions laid down by the given airline. SA informs a Client about these terms and conditions in the information package which will be received by each participant in a school trip. These cancellation terms and conditions are a part of the contract for the relevant school trip.

8.31. SA, as the organizer of the trip, is entitled to cancel a school trip and individual services before the start of using

them if SA is unable to observe the conditions of the School Trip Contract for objective reasons.

8.32. A Client notes that a school trip takes place on condition that the capacity thereof is filled, i.e. at least 45 persons paying the full price. If the capacity of a school trip is not filled, the organizer of the school trip may change the type of the school trip to an adequate substitute unless it decides to apply the procedure under Art. 8.4 of the GCTCs. If a Client is provided with an adequate substitute of a school trip, the Client is not entitled to withdraw from the School Trip Contract and to have the price of the school trip or a part thereof refunded.

8.33. SA is also entitled to cancel a school trip or individual services due to an inevitable event which it could not be prevented even with every effort made which may be reasonably required of SA.

8.34. If SA cancels a school trip organized by SA or individual services provided and organized by SA, the Client has the right to require SA to provide the Client with a substitute school trip or individual services, on the basis of a new School Trip Contract, in the quality at least corresponding to the original School Trip Contract if SA is able to offer such school trip or individual services. This does not apply in the case of cancellation because the capacity of the school trip is not filled. If a new School Trip Contract is not concluded in such case, SA is obligated to return all which was paid by the Client under the cancelled School Trip Contract to the Client without undue delay and the Client is not obligated to pay SA the cancellation fee. If a new School Trip Contract is concluded, the payments made under the original School Trip Contract are deemed to be the payments under the new School Trip Contract.

8.35. If SA and a Client agree on a substitute school trip, SA is not entitled to increase the price even if the substitute school trip is of higher quality. If a substitute school trip is of lower quality, SA will pay the Client the price difference without undue delay.

8.36. If the price of new school trip or individual services is lower than the payments already made, SA is obligated to return the difference created in this way to the Client without undue delay. The same procedure will also be applied in such case where a Client withdraws from a School Trip Contract due to a change in the terms and conditions of the school trip and expresses the Client's disagreement with them.

8.37. If SA cancels a school trip during a period of less than twenty days before the start thereof, SA will pay the Client a penalty of 10 % of the price of the trip. This does not apply in the case of cancellation because the capacity of the school trip is not filled.

8.38. In case that defects in a school trip compared with the contract or these GCTCs are found out, the Client has the right to make a complaint about the school trip. A complaint is made by a student through the teacher at the representative of SA who accompanies the group. As it is necessary to find out the legitimacy of the case, a complaint about services provided by foreign partners (accommodation, meals, and teaching) must be made before the end of the service provided so that a remedy can be agreed on site. If a Client does not make a complaint during the school trip, the school trip is deemed to show no defects. A Client notes that any reservations of the Client about a school trip or additional services after the end of the school trip are disregarded.

8.39. A complaint about services provided by a Czech party (transport and the guide) may be made at any time before returning to the CR/SR. The representative of SA will make out a record of a complaint and the solution thereto. A Client has the right to a remedy; if it is not possible to remove really or compensate a defect, this record becomes a basis for a discount on the price according to the scope and duration of the defect in the school trip. This discount is given together with the settlement of the complaint within a statutory time limit of one month after the end of the trip. A complaint must be made without delay so that a remedy can be made on site. A complaint about transport on the way back after the end of a stay can be made by a Client in accordance with the commercial terms and conditions of the relevant carrier or, otherwise, without undue delay, but not later than six months from the end of the transport.

9. Terms and Conditions for Parking near the Airport in Prague

9.1. SA offers the Clients the possibility of procuring a parking place in the car park of GO parking s.r.o., reg. no. 28980158, tax ID no. CZ28980158, with the registered office in Praha 8, Sokolovská 394/17, postal code 186 00, Czech Republic (hereinafter referred to as the "Car Park Operator").

9.2. GO PARKING is a service which consists in offering the parking of motor vehicles in the car park located on the periphery of the municipality of Tuchoměřice at the address: Ke Kopanině 406, 252 67 Tuchoměřice, and approx. 2 km distant from the departure lounge of Terminal North at the Václav Havel Airport Prague (hereinafter referred to as the "Car Park") for which the transport of the Clients and their luggage from the Car Park to the departure lounge of Terminal North at the Prague Ruzyně airport and back is ensured (hereinafter referred to as "Parking Services"). The Car Park is guarded.

9.3. SA acts as an agent in the relationship between the Car Park Operator and a Client. On concluding a contract, the rights and obligations are created for the Client and the Car Park Operator unless otherwise stated. When the Car Park is used, the operating regulations of the Car Park and the services of GO PARKING issued by the Car Park Operator and posted on the website of the Car Park Operator (www.goparking.cz) apply in addition to these GCTCs.

9.4. A Parking Voucher is a unique document containing a unique barcode enabling the Client one entry to the Car Park and one exit from the Car Park. A Parking Voucher will be used by the Client to prove the right to be provided with a Parking Service by the Car Park Operator. A Client is obligated to print a Parking Voucher with the barcode on an A4 blank sheet of non-coloured paper and to save it in such a way that it cannot be crumpled or devaluated.

A Parking Voucher contains the following data:

- a) the parking time – this means the time calculated in days for which the Client has parking reserved in the Car Park. A day means 24 consecutive hours and
- b) the validity of the Parking Voucher – this means the period during which the Parking Time can be applied.

9.5. A Client can place an order for Parking Services:

- a) by making an electronic online reservation on the website: www.studentagency.cz or
- b) by phone, fax or e-mail or
- c) in person in the premises of SA.

9.6. A Client agrees unreservedly with these GCTCs by placing an order for Parking Services. A Parking Voucher is handed over to the Client after the parking price is paid and:

- a) electronically to the e-mail address which the Client indicated when placing the order or
- b) in person in the premises of SA.

In the case of a purchase using the portal: www.dovolena.cz the Parking Voucher will be handed over to the Client not later than on checking in the tour.

The day of payment is governed by item 1.10 of the GCTCs. SA is obligated to hand over or send a Parking Voucher to the Client not later than on the working day following the day when the contract was concluded. A Client confirms by paying the price of Parking Services that the Client was provided with all required information, including the cancellation and complaint procedure terms and conditions, by SA. If a Client pays a parking price by a cashless payment and takes over the Parking Voucher in person in the premises of SA, the Client is obligated to produce his/her identity card on request to prove that the Client is the person who has ordered the Parking Services.

9.7. The Car Park Operator is obligated to allocate a parking space to a Client who produces a valid Parking Voucher. A Parking Voucher is transferable. The same rights and obligations apply to a person who has not concluded a Contract and to whom the valid Parking Voucher has been handed over as those which apply to the Client.

9.8. A Client notes that a confirmation of an order is not binding and the price of the Parking Services may be changed until the price of the Parking Services is paid.

9.9. Cancellation of an order

In the case of the cancellation of an order after the price of the Parking Services is paid and the Parking Voucher is handed over to the Client the price paid is not refundable and the cancellation fee is 100 % of the price paid.

If a voucher is not yet issued and handed over to the Client, the cancellation is free of charge in case that it has been purchased using the portal www.dovolena.cz.

When a Parking Voucher is issued, it is also impossible to reduce or extend the parking time.

9.10. Using a Parking Voucher

When entering the Car Park, a Client produces a valid Parking Voucher with the printed barcode. After the verification of this code by a reader or by a worker of the Car Park Operator, the Client will be allowed to enter the Car Park. If the Car Park Operator has reasonable doubts about the validity or authenticity of a Parking Voucher, the Client will not be allowed to enter the Car Park.

When exiting the Car Park, a Client produces the same Parking Voucher again. After the verification thereof by a reader or by a worker of the Car Park Operator, the Client will be allowed to exit the Car Park. In case that a Client leaves the vehicle in the Car Park for a longer time than the Parking Time indicated in the order for the Parking Services (and on the Parking Voucher) and corresponding to the price paid, the Client will pay the difference between the price paid and the final bill in cash on site.

If a Client leaves with the vehicle the Car Park before the expiration of the Parking Time for which the Client has reserved the Parking Services, the final bill for the Parking Services will be made and the Parking Voucher becomes invalid. In such case the Client will not be allowed to return to the Car Park using the existing Parking Voucher irrespective of the fact that the Parking Time indicated on the Parking Voucher has not yet expired. A Client has no right to have the amount overpaid for the Parking Services not used returned.

9.11. A Client is obligated to report the loss or theft of a Parking Voucher or damage thereto to SA immediately. After checking at the Car Park Operator whether the Parking Services have not already been used and there is no danger of their parallel use in the future, a substitute Parking Voucher for the same Parking Time is handed over to the Client.

If a Parking Voucher is lost, stolen or damaged, the Car Park Operator will charge the Client a lump-sum fee of CZK 100 in addition to the services provided as a lump-sum reimbursement for the costs of checking the identity of the Client and the scope of the Parking Services ordered and paid by the Client.

9.12. SA is only responsible for the performance of its obligations connected with the conclusion of a procurement contract, i.e. especially for:

- a) the proper and timely notification of the Car Park Operator that the contract has been concluded;
- b) the proper and timely issue of the Parking Voucher and the handover thereof to the Client; and
- c) the proper and timely transfer of the price of the Parking Services to the account of the Car Park Operator.

9.13. A Client is obligated:

- a) to give SA the Client's valid contact details in writing, especially the e-mail address for sending the Parking Voucher;
- b) to check the correctness of the Parking Time in the order and on the Parking Voucher; and
- c) to acquaint itself with the operating regulations of the Car Park and to observe these conditions.

9.14. A Client notes that a complaint about Parking Services may only be made in the way stated in the terms and conditions of the Car Park Operator. SA is not entitled to settle any complaints concerning Parking Services.

9.15. In case that a Client makes a complaint through SA, SA will hand over the complaint to the Car Park Operator for settling and will then inform the Client about the course and result of the complaint. A Client notes that no claims in relation to SA are created for the Client in this case and SA only assists the Client in the complaint procedure. A Client also notes that a complaint falls within the authority of the Car Park Operator only also in case that the complaint is handed over to the Car Park Operator through SA and SA can influence neither the time for settling the complaint nor the result thereof.

9.16. SA is only entitled to give any compensations in accordance with the relevant terms and conditions of the carrier.

10. Terms and Conditions for Parking at the Airport in Vienna

10.1. SA offers the Clients the possibility of procuring a parking space in the car park of Flughafen Wien Aktiengesellschaft, with the registered office in Flughafen Wien AG, Postfach 1, 1300 Wien-Flughafen, Austria.

10.2. A parking voucher is an unique document issued in a paper form. A voucher can be collected in person at the air ticket branches of SA or sent by post to the address agreed in advance.

10.3. A Client notes that a confirmation of an order is not binding and the price may be changed until the moment when the price of the parking services is paid.

10.4. In the case of the cancellation of an order after the price of the parking services is paid and the parking

voucher is handed over to the Client the price paid is not refundable and the cancellation fee is 100 % of the price paid. When a parking voucher is issued, it is also impossible to reduce or extend the parking time; likewise, it is impossible to change the validity of the parking voucher.

10.5. The current price list and instructions for use for this parking voucher are available on:
<http://www.studentagency.cz/letenky/parkovani-letiste-viden/>.

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Annex to the GCTCs
Form for withdrawal from a contract

A sample form for withdrawal from a distance contract
(Please fill in this form and send it back only if you wish to
withdraw from a contract.)

Notification of Withdrawal from the Contract (*)

Addressee:
STUDENT AGENCY k.s.
Nám. Svobody 86/17
602 00 Brno
Czech republic

E-mail:
Telephone:

I/We (*) notify you that I/we (*) hereby withdraw from the
Contract for the Procurement of the Provision of Services
(*) of (*).

Date of the order:

Name and surname of the Client/Clients

Address of the Client/Clients

Signature of the Client/Clients

Date

(*) Delete where not applicable or add data.

Form for making a complaint

A sample form for making a complaint,
for a distance contract
(Please fill in this form and send it back only if you wish to
make a complaint.)

Complaint Form

Addressee:
STUDENT AGENCY k.s.
Nám. Svobody 86/17
602 00 Brno
Czech Republic

Client/ordering party:
Address:
E- mail:
Telephone
Reservation number / invoice number:
Destination:
Time:
Hotel:
Meals:

Description of the complaint:

Signature of the Client/Clients

Date

Place