

# General Terms and Conditions of STUDENT AGENCY TRAVEL k.s. valid from 1 September 2023

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## 1. Introductory provisions

1.1. The company STUDENT AGENCY TRAVEL k.s., ID No.: 081 20 803, located in Brno, nám. SAT is a travel agency licensed to organise tours and to arrange combined travel services ("CTS"). SAT is also authorised to arrange the sale of tours of other organisers, to arrange individual tourism services and to arrange combinations of tourism services that are neither tours nor CTS.

1.2. SAT issues the following General Terms and Conditions ("GTC") pursuant to Sections 1751 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended, which govern the rights and obligations in the provision of SAT's services to third parties ("Clients") in these relationships:

- a) mediation of sale and sale of tours
- b) mediation of air transport of passengers
- c) arranging other individual tourism services (e.g. accommodation, rental of means of transport, especially cars or caravans, tickets, excursions, etc.) which are not tours or associated travel services
- d) arranging the processing of residence permits (visas)
- e) arranging study stays abroad
- f) arranging a school stay abroad
- g) arranging a school trip
- h) parking service at Prague Airport and selected European airports
- i) Arranging the sale of other travel services.

1.3. The GTC form part of every contract concluded between SAT and the Client and determine part of its content, with any deviating provisions in the contract taking precedence over the GTC. By making a booking, order or signing a contract, the Client agrees that the rights and obligations of the Client and SAT shall be governed by the GTC in force on the relevant date of booking, order or entering into a contract. The effective version of the GTC is published on [www.studentagency.cz](http://www.studentagency.cz), [www.kralovna.cz](http://www.kralovna.cz), [www.letenky.cz](http://www.letenky.cz), [www.dovolena.cz](http://www.dovolena.cz) and other websites operated by SAT, and are available on request at any SAT premises. SAT shall be entitled to change the GTC during the contractual relationship with the Client, and the Client shall be notified of such change on SAT's website together with the current version of the GTC. In the event of a change to the GTC with which the Client does not agree, the Client shall have the right to terminate his/her contract with SAT in writing within one month of the publication of the notice of the change to the GTC on SAT's website, by registered letter delivered to SAT's registered office. In this case, SAT shall be entitled to compensation for the costs already incurred in the performance of the service for the Client, or to the cancellation fee specified for the contract in question. If the client does not use this right, it is deemed that he/she agrees to the amended GTC and the contractual relationship will be governed by the amended GTC from the expiry of the deadline. Amendments to any contract agreed in writing may also only be agreed in writing.

1.4. The legal relations between SAT and the Clients are governed by the law of the Czech Republic ("CR"), in particular Act No. 89/2012 Coll., the Civil Code, as amended ("NOZ"). Any disputes between

SAT and the Clients shall be resolved by the general courts of the CR.

1.5. Out-of-court consumer dispute resolution bodies:

- a) in case of mediation (tours, accommodation, hotels, tickets) - CTIA - <http://www.coi.cz>

Central Inspectorate, Štěpánská 567/15, 120 00 Prague 2

Phone: +420 296 366 360

Fax: +420 296 366 236

REGISTRATION NUMBER: 00020869, VAT NUMBER: CZ00020869

- b) in the case of mediation of bus transport - the Ministry of Transport performs the SOD: Ministry of Transport <http://www.mdcz.cz/cs/>

- in international regular road passenger bus transport. <https://regiojet.cz/o-nas/dokumenty>  
Transport authorities

- in its administrative district in all matters which do not fall within to the Ministry of Transport

- c) in case of train transport mediation - Railway Authority - <http://www.ducr.cz/>  
Railway Authority, Wilsonova 300/8, 121 06 Praha 2 - Vinohrady

d) online solutions via the dedicated ODR platform on the website set up by the European Commission: <https://webgate.ec.europa.eu/odr>

1.6. Communication between SAT and clients is in Czech unless otherwise agreed. For the purpose of delivery, the Client agrees to:

- a) delivery to the address in the Czech Republic that he/she specifies in his/her order or contract, unless he/she informs SAT in writing of another address for the purpose of delivery,
- b) that the Client's rejection of the document or its non-acceptance and its return to the SAT shall be deemed to have been delivered; the effect of the delivery shall commence when the undelivered document is returned to the SAT,
- c) delivery to the client's email address specified in the order with the effects of delivery of a written consignment, and
- d) that the contact address of SAT is exclusively the registered office of SAT.

1.7. The Client is responsible for the factual and formal correctness of his/her order, in particular for the correct indication of his/her personal data, terms and other conditions relevant to the services requested from SAT. SAT shall not be liable for any damage resulting from the incorrectness of the information provided by the Client. When placing an enquiry or order, the client is obliged to indicate the specific requirements for the services requested, as well as to declare the intention to apply any discount. The client acknowledges that specific requirements or discounts applied later cannot be taken into account when providing the service. The Client also acknowledges and agrees that specific requirements for the requested service may be subject to additional charges that were not included in the basic price of the service.

1.8. The Client's response to SAT's offer, within the meaning of Section 1740 (3) of the Civil Code, with an amendment or deviation that does not materially change the terms of the offer, is not an acceptance of the offer to conclude the relevant contract. SAT reserves the right to reject an order that contains incorrect, contradictory or incomplete information from the client. SAT shall also be entitled to refuse an order from a Client who repeatedly sends incomplete or incorrectly completed orders, repeatedly fails to pay the agreed deposit or price of the ordered service without reason, repeatedly fails to send signed documents, or who is under the influence of intoxicants when making an order in person at SAT's premises.

1.9. In the case of contracts concluded by means of distance communication, the client who is in the position of a consumer has the right to withdraw from the contract within 14 days of its conclusion, except where the service has already been performed or where the contract is for accommodation, transport, catering or leisure, and where SAT provides these services within the specified time limit, and where the contract is for a tour, a CTS certificate or an individual travel service.

1.10. In the event of cancellation, the Client shall pay SAT the cancellation fee specified for the relevant type of service(s) and, if no fee is specified, then the Client shall reimburse SAT for the costs incurred by SAT in the performance of the Contract up to the time of receipt of the Client's cancellation. The cancellation must be in writing and is effective upon delivery to SAT. The Client may use the withdrawal form attached to these GTC to withdraw from the Contract.

1.11. In case of a claim for defects in the brokerage services provided by SAT to the Client, the Client is entitled to claim such defect without undue delay, i.e. as soon as it becomes aware of such defect. SAT shall be obliged to settle the claim in accordance with the applicable legal regulations. SAT shall not be liable for damages caused by force majeure, or if a claim is made for a service which it has merely mediated. In such a case, the liability for defects or deficiencies is attributable to the provider of the mediated service.

1.12. The Client is obliged to pay the price of the services ordered from SAT or through SAT mediation within the period specified in the relevant contract or order confirmation, and if no such period is specified, no later than 14 days from the conclusion of the contract. The price of the services is paid on the day on which the agreed price, including all applicable taxes and fees, is credited to SAT's bank account or on the day on which the price of the services is deposited in cash at SAT's cash desk, if this is done before 5 pm. Payments credited to SAT's bank account or deposited at SAT's cash desk after 5 p.m. are deemed to be paid on the next business day. In case of conversion of foreign currency into Czech crowns, the conversion is made according to the current exchange rate of DEVIZA - PRODEJ Česká spořitelna, a.s. on the date of the invoice or deposit invoice. In the case of conversion of the Czech koruna into foreign currency, the conversion is made according to the current exchange rate of DEVIZA - NÁKUP of Česká spořitelna, a.s. on the date of the invoice or deposit invoice.

1.13. Part of the price of selected services can also be paid in vouchers. The types of vouchers accepted and the list of services for which these vouchers can be redeemed, as well as the amount that can be paid by vouchers and other conditions are published on the websites operated by SAT. Vouchers can only be redeemed for their full amount, SAT does not refund them. Vouchers cannot be exchanged for cash, even in the event of cancellation or non-confirmation of the service by the promoter of the service being arranged. SAT reserves the right to charge a handling fee when accepting vouchers and/or to refuse to provide such clients with the so-called bonus provided with the purchase. In the event of cancellation of a service paid for by SAT vouchers (gift certificates), the refunded amount, less any applicable cancellation fees, will be paid again in vouchers with the same validity as the original vouchers or, if the voucher has already expired, with a validity of 3 months from the issue of the new voucher.

1.14. The "Twisto" payment is provided by the company Twisto payments a.s., ID No.: 01615165, registered in the Commercial Register maintained by the Municipal Court in Prague, Section B, Insert 19085, with its registered office at Újezd 450/40, Malá Strana, 118 00 Prague 1, on the basis of acceptance of the Debt, which the Client then pays to Twisto payments a.s. with extended maturity, under the terms and conditions specified in the "General Terms and Conditions for Customers of the "TWISTO" Service".

In the event that the Client uses the "Twisto" service mediated by SAT (Merchant) and provided by Twisto payments a.s., the Client is obliged to pay the Debt (i.e. the total price for the service) within 14 days from the date of provision of the service (e.g. issuance of the voucher or ticket) in the case of the Online Payment service (or up to 45 days in the case of registered Customers).

The conclusion of the Contract (e.g. for air transportation, tour arrangement, accommodation, travel insurance, etc.) is made by the Client filling in the order, acceptance of the order by SAT (by written confirmation by e-mail) and payment of the ordered goods or services by the Client or by using the "Twisto" service.

The Client agrees that by selecting the Twisto service in the SAT shopping cart and after the subsequent approval of the payment by Twisto, he/she accepts the "General Terms and Conditions for TWISTO customers" published here [General Terms and Conditions of Twisto pay for merchants.docx - Google Docs](#)

1.15. In the event that the client is in default in the payment of the price of services provided or mediated by SAT, the client is obliged to pay, in addition to the price of the ordered service, the interest on late payment set by special legislation, cancellation fees and any contractual penalty agreed for the service. SAT is entitled to set off its claim for payment of default interest, cancellation fees and contractual penalty against any claims of the client against SAT.

1.16. The Client acknowledges and agrees that all telephone calls between the Client and SAT may be monitored and that SAT measures traffic to its website.

1.17. By signing the contract, the client confirms that he/she has read the Privacy Policy, which is an integral part of these Terms and Conditions. The present version of the Personal Data Protection Policy is available here: [www.studentagency.cz/privacy-policy.html](http://www.studentagency.cz/privacy-policy.html). If the client concludes a contract for the benefit of third parties, by signing the contract, the client confirms that he/she is authorised by the third parties mentioned in the contract to provide their personal data and to provide consent to the collection, storage and processing of their personal data for those personal data processing operations that are based on consent.

1.18. These GTC do not apply to:

- I. the rights and obligations between the client and the tour operator/travel service provider in the provision of the tour/travel services according to the tour contract or the confirmation of the arrangement of services concluded via SAT. These relationships are governed by the terms and conditions of the tour operator/travel service provider concerned.
- II. relations between the client and the insurance company, even in the case of arranging insurance through SAT. The client is obliged to familiarize himself with the insurance contract, including the general terms and conditions of insurance, and to contact the insurance company directly if necessary.
- III. the rights and obligations between the client and the carrier in the performance of the carriage of passengers by air (hereinafter referred to as "Air Carriage") arranged by SAT for the Client, nor for the provision of services by the carrier related to air carriage. These relationships are governed by the terms and conditions of the relevant carrier.
- IV. the rights and obligations between the client and the provider of accommodation and other individual tourism services arranged for the client by SAT. These relationships are governed by the terms and conditions of the respective provider.
- V. the rights and obligations between the client and the car rental company with which SAT arranges the client's car rental or transfer. These relationships are governed by the terms and conditions of the car rental company or transfer operator.
- VI. the rights and obligations between the Client and the parking operator where SAT arranges parking for the Client. These relationships are governed by the terms and conditions of the respective parking operator.
- VII. the rights and obligations between the client and the carrier providing the transport for which SAT arranges bus or train tickets for the client. These relationships are governed by the terms and conditions of the carrier in question.
- VIII. the rights and obligations between the client and the

company that makes the airport lounge or conference facilities available to the client, even in cases where these services are provided by SAT. These relationships are governed by the terms and conditions of the companies operating these facilities.

- IX. the rights and obligations between the client and the company that transports the client by taxi, even in cases where such services are provided by SAT. These relationships are governed by the terms and conditions of the company providing the transport.

1.19. For the purposes of the GTC, SAT shall also mean the companies of the STUDENT AGENCY Holding a.s. group, unless expressly stated otherwise and unless the meaning of the relevant provision so permits.

## 2. Terms and conditions for the mediation of sales and sale of tours

These terms and conditions regulate the rights and obligations of the contracting parties in the mediation of the sales and sale of tours within the meaning of § 2445 et seq. NOZ and § 2521 et seq. NTC.

2.1. SAT is an authorized tour operator for tours organized by Czech and foreign travel agencies (hereinafter referred to as "tour operator"), with which it has concluded contracts, on the basis of which SAT is authorized to conclude a tour contract with clients on behalf of the respective tour operator and to collect the agreed tour price on its behalf. The tour operators whose tours are offered by SAT are travel agencies with the relevant business license and are duly insured against bankruptcy in accordance with Act No. 159/1999 Coll., on Certain Conditions of Business and on the Performance of Certain Activities in the Field of Tourism, as amended. The tour contract shall be governed by the law of the country of the tour operator's registered office.

For the purposes of these GTC in accordance with § 1b of Act No. 159/1999 Coll, a) the set of these services is offered by a single entrepreneur or is put together at the request or choice of the client before the conclusion of a single tour contract, or b) regardless of whether separate contracts are concluded with individual tourism service providers, the following tourism services are provided: 1. Purchased at a single point of sale and selected by the client before he has committed to pay the price thereof, 2. Offered, sold or charged at a total price, 3. Advertised or sold with the designation 'tour' or similar designation, 4. Assembled after the conclusion of a contract which entitles the client to choose between different types of tourism services, or

5. purchased from individual tourism service providers through an online booking system whereby the entrepreneur with whom the first contract is concluded passes the name, payment details and electronic address of his/her client to the next entrepreneur and a contract for the next tourism service is concluded with this entrepreneur within 24 hours after the confirmation of the booking of the first tourism service.

2.1.1. The offer of mediated tours presented on SAT websites is compiled on the basis of electronically received data from travel agencies - tour operators. Tour operators update the tour data at their discretion and needs and at a frequency of their choice. SAT is not responsible for the accuracy of, or any changes made to, the tour data by the tour operator from time to time. SAT shall be bound by the current tour data contained in the tour operator's booking systems or provided to the tour operator at the time the sale of the tour to the client is arranged.

2.1.2. SAT reserves the right to refuse orders with demonstrably incorrect data or data provided by the tour operator, i.e. non-binding orders for which an inspection by SAT staff reveals a data error on the part of the tour operator.

2.1.3. The client is informed of the total price of the tour, including taxes, fees or other similar monetary reimbursements and any additional costs or, if these costs cannot be reasonably quantified before the conclusion of the contract, the type of additional costs that may still be incurred. SAT reserves the right to make errors in published prices and other data for the reasons set out in 2.1.1. SAT will always verify the current valid price of the tour with the tour operator at the time of booking, i.e. when the tour is booked with the tour operator. The tour price is determined and confirmed by the tour operator.

2.1.4. SAT offers clients the opportunity to conclude a tour contract with the selected tour operator. The client acknowledges and agrees that the rights and obligations under the tour contract arise only for the tour operator and the client and are governed by the tour operator's terms and conditions, with SAT acting only as an intermediary in this

relationship.

2.1.5. The client acknowledges that the tour operator is solely responsible for the provision of the tour according to the tour contract according to its terms and conditions, not SAT, which is not the tour operator. SAT is not responsible for the proper and timely execution of the tour, for injury, illness, loss or damage to the client's belongings or other property in connection with the tour, as SAT is the intermediary.

2.1.6. The Client acknowledges that the tour operators reserve the right to change the details of the tours published on the SAT website and that the binding details of the selected tour will be included in the draft tour contract. The Client acknowledges that SAT is not responsible for the accuracy and timeliness of the data provided by the tour organisers and presented on the SAT website about the tours, including photographs of the tours. The Client has the right to request further information from SAT regarding the tour offered. SAT will provide the Client with such additional information requested by the Client as soon as it has received it from the tour operator.

2.1.7. In order to provide the best and most complete information to the client, SAT provides general information on accommodation facilities and tours, where available. This general information usually brings together information from different tour operators on the same accommodation and the services provided by the accommodation. This general information is an unofficial, non-legally binding, informative and complementary description of the facilities and services. The client is obliged to read the specific description of the tour and the specific services included in the tour, which is provided by the tour operator and available on the website for each individual tour date. If the general information differs from the tour operator's information, the tour operator's information shall apply.

2.2. SAT is also authorised to operate the sale of individual tourism services for another travel agency or travel agency. In such a case, the client concludes a contract with SAT, the so-called Binding Confirmation of Order of Services

2.3. SAT has a concession for the activity "Operation of a travel agency". If SAT is the organizer of the tour, it is named as the organizer in the tour contract and the contractual relationship is governed by the relevant legislation.

### ORDER

2.4. The client is entitled to order the tour via the so-called "on-line" form on the SAT website ([www.dovolena.cz](http://www.dovolena.cz), [www.eurovikendy.cz](http://www.eurovikendy.cz), [www.studentagency.cz](http://www.studentagency.cz)) or "off-line", i.e. by phone, e-mail or in person at any SAT office.

2.5. If the tour order has all the necessary requirements and the tour operator confirms that the tour is available, SAT will make a reservation for the selected tour for the client with the tour operator. This can only be done during SAT's operating hours and the tour operator's operating hours, which may differ.

In the event that the tour operator booking:

- a) does not confirm the tour due to the capacity being sold out or the minimum capacity of the tour not being met, SAT will inform the client of this fact without undue delay,
- b) confirms, SAT informs the client of the duration of the reservation and sends him/her instructions for concluding the tour contract for the selected tour,
- c) does not confirm due to a request for immediate, i.e. direct purchase without making a prior reservation, SAT will ask the client, in case of his/her continued interest in the tour, to pay the currently valid and SAT-known tour price to SAT's account as a deposit and to sign a draft tour contract. After the amount has been credited to SAT's account and SAT has received the Client's confirmed Tour Contract, SAT will make a binding purchase of the Tour for the Client from the Tour Operator; once the Tour Operator has confirmed the draft contract at the time of the binding purchase, the Tour Contract is concluded; The direct purchase of a tour without prior reservation does not have to be confirmed by the tour operator. Then SAT proceeds as follows:
  - c1) if the direct purchase is not confirmed, e.g. due to the capacity being sold out, then SAT will refund the client the full amount paid by the client in the same form as paid by the client, within the time limits set by law, and the tour contract will not become valid;
  - c2) if the purchase is not confirmed due to the tour capacity being sold out in the given price level and the purchase can only be confirmed at a higher or lower price, then SAT informs the client of this fact without undue delay and, according to the client's

wishes, arranges the purchase for the client after payment of the increased price by the client and the tour contract signed by the client, or SAT refunds the overpayment incurred with the payment of the purchased tour.

2.6. In some cases it is necessary for SAT to first request the tour requested by the client from the tour operator. In this case, SAT is entitled to require the client to pay a deposit of up to 100% of the estimated price of the tour. In the event of an unsuccessful booking of such a tour, the deposit will be returned to the client in full without undue delay.

The Client acknowledges that in the event of a successful booking of such an "on-demand" tour with the Promoter, once the Promoter confirms the booking, the "on-demand" booking automatically becomes a binding booking and is subject to the Promoter's cancellation policy.

2.7. Unless otherwise specified in the tour contract, the price "per child" means the price applicable for a child in one extra bed accompanied by two adults. The age limit of the child is determined by the tour operator.

Unless otherwise stated, the price per person quoted by the organiser and on the website is always the price per person staying in a double room when the room is occupied by two people. SAT will always check with the tour operator the actual price of the tour for a single person or the price of accommodation in a single room.

2.8. If the tour operator or SAT offers more than one discount option for the tour (e.g. time, senior discount, etc.), these individual discounts cannot be added together unless otherwise expressly agreed in the contract. In this case, SAT will recommend the most advantageous discount or combination of discounts currently available to the client.

2.9.1 If the client plans to transport oversized, sports or other than normal luggage or transport animals, the client is obliged to inform SAT at the time of making a non-binding order. SAT will verify the possibility of transporting such luggage with the tour operator and the price if transport is possible. The carriage of such luggage is always subject to the return confirmation of the organiser or carrier. The binding order for the carriage of such luggage will only be made by SAT after the client has paid the fee set by the tour operator or carrier.

2.9.2 The client is obliged to report to the SAT any health limitations that may affect the use of the tour services.

2.10 SAT reserves the right not to provide bonuses, gifts and other services provided by SAT in addition to the purchased tour free of charge to individual travellers or groups of more than 4 people travelling together. Bonuses, gifts and other services provided by SAT in addition to the free tour purchased are provided on the principle of "1 bonus per 1 tour contract" and are not cumulative. There is no legal entitlement to bonuses provided free of charge.

Marketing promotions, discount promotions and other similar SAT promotions related to the sale of tours announced and publicly advertised under the brand of the dovolena.cz portal are valid for one time, i.e. for one purchase made by the client, and the validity of such promotion is 3 months from its first public presentation, unless otherwise stated in the terms and conditions of the promotion.

2.11. After selecting a tour from SAT's offer, SAT sends the client by e-mail or by post a draft tour contract containing data from the tour order and reservation made with the tour operator and other information concerning the selected tour, including the binding price of the tour, the tour operator's contractual conditions, the relevant form according to Decree No. 122/2018 Coll, on model forms for individual types of tours and associated travel services and the organiser's certificate of insurance against bankruptcy, as well as general information on passport and visa requirements for the trip, including approximate time limits for visa processing, information on health requirements of the country of destination.

2.12. By prior agreement with SAT, the client may conclude the tour contract by means of electronic communication at a distance. In this case, the tour contract is concluded via the web interface and other websites operated by SAT, in which case the electronic confirmation of the tour offer by the client replaces the client's signature on the tour contract. The Client acknowledges and agrees that the tour order becomes binding for the Client at the moment of payment of the deposit or the tour price to SAT's account and at the same time signing the draft tour contract or electronic confirmation of the tour contract. The client's binding order is then forwarded to the tour operator for confirmation. Once the binding order or the tour contract signed by the client is confirmed by the tour operator, the tour contract comes into

force.

2.13. The client is obliged to deliver to SAT the complete tour contract bearing his/her signature or an electronic confirmation of the tour contract together with proof of payment of the tour price before the expiry of the reservation period, otherwise the reservation will expire, the tour contract will not be concluded and in the event of continued interest in the tour, a new tour reservation will have to be made and SAT cannot guarantee the validity of the original offer.

2.14. By signing the tour contract proposal or electronic confirmation of the tour contract, the client confirms that he/she is bindingly ordering the tour and that:

- a) he has been sent the tour operator's terms and conditions, which form an integral part of the tour contract, together with the draft tour contract, that he has familiarised himself and the other passengers with these terms and conditions and that the client and the other passengers agree to them,
- b) before the conclusion of the tour contract, he/she has been provided with information detailing the tour, in particular information concerning the accommodation, its location, category, information on the type, nature and category of the means of transport and travel, and the manner and extent of meals or other services, if any, included in the tour; all agreed services are indicated on the tour contract,
- c) he/she has been given a document containing information on the insurance taken out by the organiser against the insolvency of the travel agency, in particular the name of the insurance company, the terms of insurance and the method of notification of the insurance claim,
- d) he was given the relevant form according to Decree No. 122/2018 Coll., on specimen forms for individual types of tours and associated travel services,
- e) provided with general information on passport and visa requirements for travel, including approximate visa processing times, as well as information on the health requirements of the country of destination,
- f) the contact details of the local organiser's representative have been given to him/her by the organiser (may be replaced by the contact details of the intermediary),
- g) the minimum number of persons required for the trip,
- h) he or she has been given information on how to contact the minor or the person caring for the minor at the place of residence,
- i) he/she has familiarised himself/herself with the terms and conditions of the travel insurance, if he/she has been exposed,
- j) is authorised to conclude the tour contract, including for the benefit of other travellers, and that these other travellers have duly authorised the client to register and participate in the tour.

2.15. The Tour Contract shall come into force and effect at the moment it is confirmed by the Tour Operator.

2.16. In the event that the tour operator does not confirm the tour contract proposal, i.e. the client's binding order, the tour contract is not concluded. SAT is obliged to inform the client of this in writing without undue delay and is obliged to refund the deposit or tour price paid by the client without undue delay, but at the latest within the statutory period from the moment SAT becomes aware that the tour operator has not confirmed the tour contract proposal.

2.17. The concluded tour contract replaces the tour confirmation. If the information given in the travel contract or the travel confirmation (hereinafter referred to as the "travel contract") differs from the information given in the general description of the tour or the SAT offers, the information given in the travel contract shall be valid and binding. By signing or electronically confirming the Tour Contract, the Client confirms the accuracy of the passenger information on the Tour Contract

about the tour and at the same time checks that the listed services correspond to the order. In the event of a discrepancy, the client is obliged to inform SAT without delay. If the client confirms the tour contract by signature or electronically without signature, it shall be deemed to have been issued in accordance with the client's requirements.

2.18. Assignment of the tour contract

- a) If the third party meets the conditions for participation in the tour, the client may assign the tour contract to him. A change in the person of the client shall be effective against the organiser if the client delivers a timely notification to the organiser in text form together with a declaration by the new client that he/she agrees to the concluded tour contract and that he/she fulfils the conditions for participation in the tour. The notification is timely if it is received at least 7 days before the start of the tour.
- b) The organiser or SAT shall inform the client of the actual costs

associated with the assignment of the travel contract; these costs shall not be excessive and shall not exceed the costs actually incurred for the assignment of the travel contract and shall provide the client with evidence of these costs.

c) The client and the new client are jointly and severally liable for the payment of the additional price of the tour and for any additional costs incurred by the organizer in connection with the change in the client's identity (in particular, this may include a handling fee and a fee for changing the ticket or purchasing a new ticket).

#### 2.19. Tour Instructions

The organizer shall deliver detailed travel instructions to the client no later than seven days before the start of the tour, if they are not included in the contract or in the catalogue delivered to the client. This includes information relevant to the trip, in particular information on scheduled departure times, check-in times, scheduled stopping times, transport connections and arrival times, where applicable. Within the same time limit, the organizer shall provide the client with the necessary receipts, vouchers and transport documents, in particular the ticket, accommodation or meal voucher, the document required for the provision of optional excursions or any other document required for the trip. Delivery is made electronically by email or by post within the Czech Republic, according to the organizer's requirements, either directly by the organizer or via SAT. In case the client requests sending the instructions outside the Czech Republic or sending in an expedited mode, he/she will be charged according to the method of delivery. This information must be reported well in advance to enable such delivery to take place.

#### 2.20. The Client acknowledges that:

- a) is obliged to follow the tour organizer's instructions for boarding the tour and other instructions issued by the organizer in connection with the purchased tour, in particular he/she is obliged to arrive at the boarding point as instructed, i.e. Please note that if the client does not board the flight specified in the instructions for any reason, he/she runs the risk that the airline/organizer will cancel the return flight from the destination without compensation due to the failure to board the flight.
- b) is obliged to inform SAT in writing if he/she does not receive instructions from the tour operator or SAT at least six days before the start of the tour;
- c) in the case of purchase of a tour or an individual tourism service where the tour organizer or service provider is a travel agency with its registered office or place of business in another EU Member State or in another state forming the European Economic Area, the client receives travel documents in a foreign language accompanied by a SAT cover letter in Czech. At the client's request, SAT will familiarise the client with the wording of the documents in the foreign language or translate the relevant documents for the client at the client's request.
- d) the client is obliged to check the check-in instructions immediately upon delivery and to notify SAT of any discrepancies with the information on the concluded travel contract without delay.
- e) The first and last day of air tours are for transportation and not for the actual holiday. In the event of a late departure to the destination, the client may be accommodated the following day at standard check-in times (usually from 2pm onwards; see start and end of stay). In the case of an early departure from the destination, on the other hand, it may be necessary to check out on the penultimate day of the stay at the standard check-out times (usually by 10am or 12pm maximum). Earlier check-in and later check-out can only be requested from the accommodation operator, usually no earlier than one day before this request.

#### 2.21. Payment

The client is obliged to pay the price of the tour before its commencement and the prices of individual services before their provision. The payment of the price is considered to be the date of receipt of cash or payment by credit card or the date of crediting the payment to SAT's account, depending on the form of payment.

For regular tours booked more than one calendar month before the start of the tour, the client will normally pay 50% of the final tour price, evt. 50% of the total price of the tour before the discount, and then, as a rule, one calendar month before the start of the tour, the client pays the remaining amount to the final price of the tour. The exact schedule of advance payments and additional payments will be determined by SAT according to the actual conditions and requirements set by the tour operator and will be specified in the tour contract or invoice. Last minute tours and tours booked less than one calendar month prior to the tour will be paid by the client in one lump sum to SAT.

2.22. The dates for payment of the deposit, instalments and the balance of the price are binding on the client and the client is fully responsible for them; SAT is not responsible for the consequences of late payment by the client (e.g. increase in cancellation fees, cancellation of the booking of the booked tour by the tour operator, i.e. withdrawal of the tour operator from the tour contract).

2.23. If the client pays for the tour in individual instalments (i.e. deposit and supplementary payment, including supplementary payments) according to the payment schedule set by the organizer or SAT and if the client fails to pay the instalment in accordance with the agreed payment schedule, then SAT reserves the right to cancel the tour booked with the organizer so that further delays do not incur further costs to SAT and the client associated with an increase in cancellation fees. The deposit paid so far by the client will be used to cover the cancellation fees incurred. The client will be informed in writing without undue delay of the cancellation of the tour order or the withdrawal from the tour contract due to non-payment of individual instalments by the client.

#### 2.24. Cancellation

The client is entitled to cancel a non-binding order or booking of a tour or services without cancellation fees if he/she does so before the deposit is paid and the draft contract of the tour is signed. After the signing of the tour contract for the tour or the contract for the individual services and the payment of the deposit or the full amount, the client can only cancel such contract according to the cancellation conditions of the tour organizer or service providers. Withdrawal must be made in writing signed by the Client and sent to SAT without undue delay during SAT's operating hours. For the determination of the amount of the cancellation fee, if any, the time of delivery of the cancellation to the tour operator or service provider is decisive, i.e. the SAT's operating hours, the tour operator's operating hours and the time necessary to process the cancellation on the part of SAT, if it is sent to SAT, must be taken into account.

2.25. Cancellation of a binding tour order or a valid tour contract is subject to the tour operator's cancellation terms and conditions and the cancellation amount set by the tour operator.

2.26. SAT reserves the right to cancel any bonuses, gifts and other services provided by SAT to the client for the purchased tour if the client does not use these bonuses for the tour (e.g. due to cancellation of the tour).

2.27. In the event of cancellation of a tour for which the client has been granted a bonus in the form of a tour discount, the client will be refunded the amount according to the tour operator's cancellation conditions, less the discount granted.

2.28. The customer acknowledges that a transaction fee according to the valid SAT price list will be charged when cancelling a parking cheque.

2.29. If the tour operator is SAT, the client can always withdraw from the tour contract before the start of the tour, but SAT can only withdraw if the tour has been cancelled or if the client has breached his/her obligation. Except in the situations listed below, the client is obliged to pay SAT the cancellation fees (cancellation fee) specified on the tour contract in question in connection with the cancellation, and SAT is obliged to reimburse the client without delay, and no later than 14 days after the cancellation of the tour contract, or no later than 14 days after SAT has received the refund from the tour operator, all payments made by or on behalf of the client, less the cancellation fee.

The Client shall not be obliged to pay any severance to SAT in such cases:

- a) SAT has increased the price of the tour by more than eight percent;
- b) external circumstances force the SAT to significantly change some of the main elements of the tourism services included in the tour;
- c) SAT cannot meet the specific requirements of the client it has accepted;
- d) unavoidable and extraordinary circumstances have arisen in the place of destination or stay or in its immediate surroundings which have a significant impact on the provision of the tour or the transport of persons to the place of destination or stay;
- e) SAT has withdrawn after cancelling a tour for not reaching the minimum number of participants and has notified the client of this fact

within: 1. twenty days before the start of the tour in the case of trips lasting more than six days, 2. seven days before the start of the tour in the case of trips lasting two to six days, 3. forty-eight hours before the start of the tour in the case of trips lasting less than two days;

f) SAT withdrew after unavoidable and extraordinary circumstances prevented it from fulfilling its obligation and notified the client of the cancellation without undue delay before the start of the tour.

In the above cases, SAT is obliged to refund to the client all payments made by or on behalf of the client without undue delay, but no later than 14 days after the cancellation of the tour contract. In the situation referred to in points (d), (e) and (f), SAT shall not be liable to the client for damages.

#### Changing the tour contract

a) SAT reserves the right to make minor changes to its contractual obligations. SAT is obliged to notify the Client of the change in text form in a clear and comprehensible manner. Non-substantial changes do not entitle the client to withdraw from the tour contract.

b) If external circumstances force SAT to substantially change any of the main features of the travel services, or if the travel agency cannot meet the client's special requirements, or if SAT proposes an increase of more than eight percent in the price of the tour, the client may accept the proposal or may withdraw from the tour contract within the time limit set out in the contract without having to pay a termination fee for early termination. The withdrawal period must not be less than five days and must end before the start of the tour. Together with the submission of the proposal to change the commitment, SAT shall provide the client in a clear, comprehensible and conspicuous manner and without undue delay with information recorded in text form, namely (a) the impact of the proposed changes on the price of the tour, (b) the period within which SAT may withdraw from the tour contract, (c) the consequences for the client if he/she does not withdraw from the tour contract in time, and (d) details of any replacement tour and its price. If, as a result of the change of commitment, the quality or cost of the tour is reduced, the client is entitled to a reasonable discount. If the change entails an increase in the price of the tour and the client fails to pay the balance within the time limit, SAT shall have the right to withdraw from the contract.

c) Changes to departure or arrival times and any re-routing (stopovers/stopovers) specified in the travel contract should be considered significant if they would cause significant inconvenience or additional costs to the passenger, for example in the case of changes to transport or accommodation.

d) If the client does not withdraw from the tour contract within the specified period of time, the client is deemed to have agreed to the change of commitment. The main elements of the tour, the total price of the tour, the method of payment, the minimum number of persons required for the tour and the period within which SAT may withdraw from the tour contract or the amount of the cancellation fee may only be changed with the express consent of the client.

2.30. The organizer is responsible for the proper provision of the tour and is obliged to provide assistance to the client in case of difficulties to the extent specified by the applicable legislation.

#### 2.31. Travel documents

The Client is obliged to:

- a) check the validity of travel documents for themselves and all other travellers, including children, well in advance, but preferably before making a binding tour booking, and ensure that they meet the entry requirements for all destinations and transit destinations they will visit during the tour, in particular entry formalities and visa requirements. The Client acknowledges that neither SAT nor the tour operator shall be liable for any damages arising from the refusal of entry of the Client or other travelling persons into the country of destination or transit destination or refusal of clearance for carriage to such destination;
- b) arrange for the necessary residence and transit visas if they are not included in the tour;
- c) Ensure that both the client and other travellers meet the medical or other requirements necessary for travel or stay at all destinations of destination and transit;
- d) Carry all documents required for entry to the respective countries of residence and transit;
- e) comply with vaccination or other health obligations when travelling to countries for which international health regulations are in place.

2.32. The Client acknowledges that SAT is not responsible for the accuracy, completeness and timeliness of the information provided to the Client by the Organiser about passport and visa requirements, the

time limits for their processing, and the requirements for medical documents required for travel and stay according to point 2.11 of these GTC. SAT recommends clients to verify this information with other sources that can be considered reliable, in particular the Ministry of Foreign Affairs and the consulates or embassies of the respective countries to be visited by the client during the tour.

#### 2.33. CLAIMS FOR DEFECTS IN THE TOUR AND THEIR APPLICATION (Claims)

A tour is defective if any of the tourism services included in the tour are not provided in accordance with the tour contract. Claims for defects in the tour shall be made by the person who concluded the tour contract, his/her authorised representative or the tour participant directly with the tour operator or with the tour operator via SAT. The complaint procedures are regulated in the terms and conditions of the respective tour operator.

If the tour has a defect, the client is obliged to point it out to the organizer without undue delay, on the spot, for example to the delegate or at the reception of the accommodation facility. At the same time, the client shall set a reasonable time limit for rectifying the defect, unless the organiser refuses to rectify the defect or immediate rectification is required. The client also has the right to raise the defect via SAT, together with the opinion of the delegate/receptionist. If the tour has a defect and the client has pointed it out without undue delay, he/she is entitled to a price reduction in an amount proportionate to the extent and duration of the defect. If the client requests a discount as a result of a defect in the tour, SAT recommends that the client makes the request in writing without undue delay after the end of the tour and attaches to the request, in addition to a description of the defect and its resolution, a complaint report from the place of stay confirmed by the tour operator's delegate, or other relevant documents, such as photographs, provided they are available. SAT recommends the client to obtain and confirm such a record on the spot. The limitation period for the client's right to a discount is two years.

a. The organiser shall remedy the defect of the tour unless this is not possible or the remedy of the defect requires disproportionate costs with regard to the extent of the defect and the value of the travel services concerned. If the organiser fails to remedy the defect within the specified period, the client shall have the right to remedy the defect himself and to claim compensation for the necessary costs. In the case of a material defect, the client may withdraw from the tour contract without payment of compensation (cancellation).

b. In the event of material defects in the tour after departure, the organiser shall offer the client, at no additional cost to the client, a suitable alternative solution, preferably of equal or higher quality than that agreed in the tour contract, so that the tour can continue; this also applies in cases where the client's return to the place of departure is made by means other than those agreed. If the proposed alternative solution is of a lower quality than that specified in the travel contract, the organiser shall grant the client a reasonable discount. The client may only reject the proposed alternative solution if it is not comparable to what was agreed in the travel contract or if the discount granted is not reasonable. In this situation, the organiser is obliged, if the tour includes transport, to provide the client with equivalent transport to the place of departure or to another place agreed between the parties without undue delay and at no additional cost to the client.

c. If, due to unavoidable and extraordinary circumstances, it is not possible to ensure the return of the client in accordance with the travel contract, the organiser shall bear the cost of the necessary accommodation, preferably in an equivalent category, for a maximum of three nights per client. The organiser may not rely on unavoidable and extraordinary circumstances if such circumstances cannot be relied on by the carrier concerned under the applicable Union legislation.

d. In case of loss, damage or late delivery of luggage in air transport, the client shall also claim the loss, damage or late delivery of luggage directly from the carrier.

e. If the client requests compensation for flight delays under EU Regulation 261/2004, he/she must contact the airline directly, the tour operator is not obliged to comply with this regulation in terms of compensation.

2.34. In the event of discovering defects in the tour (i.e. services provided by the tour operator), where the tour operator is a travel agency with its registered office or place of business in another EU



Member State or in another state forming the European Economic Area, the client is entitled to complain about these defects to the tour operator, the time limits being determined by the law of the state of the tour operator's registered office. The tour operator is obliged to respond to the complaint within the statutory time limit. SAT recommends submitting the complaint in writing. The client is advised to attach to the complaint a complaint report from the place of stay confirmed by the tour operator's delegate or other relevant documents, such as photographs, if available. SAT recommends that the client obtains such a record on the spot and has it confirmed by the delegate or the accommodation reception.

2.35. The client can also make a claim for defects in the tour (we recommend in writing) via SAT. The client acknowledges that in this case he/she does not have any claims against SAT, which only assists him/her in the complaint procedure as an intermediary. The Client further acknowledges that even if the claim is forwarded to the tour operator via SAT, the claim is the sole responsibility of the tour operator and SAT cannot influence the time for processing the claim or its outcome. The Client further acknowledges that in the event of a claim being forwarded to the tour operator, the claim is the sole responsibility of the tour operator and is governed by the terms and conditions of the applicable laws in the tour operator's country of residence. SAT will be in contact with the client on an ongoing basis and will assist in resolving the claim. If, as part of the complaint procedure, financial compensation is awarded to the client and transferred by the tour operator to SAT's account, this compensation will be sent to the client without undue delay.

2.36. The Client acknowledges that in the event that he/she requests to file a trip claim with the tour operator via SAT, SAT must always confirm in writing that his/her claim request has been accepted. If SAT's acceptance of the claim is not acknowledged in writing to the Client, the claim is deemed not to have been received and therefore no claim procedure is initiated. To submit a trip complaint in writing via email, the client can email: reklamace@dovolenaz.cz.

2.37. Only those agreed services that are paid for by the client can be the subject of a claim. Services referred to as a bonus, gift, etc. that are provided to the client free of charge cannot be claimed.

2.38. In the case of a marketing event, the Client has the opportunity to use a regular bus or train service operated by RegioJet from the STUDENT AGENCY holding k.s. group as a no-cost bonus to the purchased trip, either free of charge or with a discount for their individual transport to/from the place of departure/arrival. The number of bonus seats for SAT clients on individual bus or train services is limited. When the capacity is full, a seat on the connection can be purchased at the standard price. This additional transport is not part of the tour and is subject to the Contract Conditions of Carriage of the respective transport company. The Client undertakes to respect the recommendations of the Organiser and SAT regarding the appropriate departure and arrival times of the supplementary transport so selected and undertakes to plan the departure/arrival times so as to arrive at the departure/arrival point with sufficient i.e. required time in advance before boarding the tour as instructed by the Organiser or SAT. SAT shall not be liable for any damages resulting from the Client's failure to arrive on time at the departure/arrival point of the tour.

2.39. In some cases, SAT provides "free or discounted parking at selected airports for the duration of the holiday" as a no-cost bonus with the purchased trip. If this bonus is used, clients are advised that SAT always applies this bonus to the specific SAT recommended car park at that airport. The use of another car park is at the client's discretion and by using another car park the client loses the bonus parking service if provided and therefore SAT cannot be reimbursed retrospectively. This bonus may also be provided in the form of a discount on the tour, with the amount of the parking discount being based on the price of parking at the time of purchase of the tour. The Client acknowledges that SAT cannot influence the actual occupancy of the recommended parking area at the airports to which the bonus relates and is therefore not liable for the situation where the parking area is full upon arrival at the designated car park. The Client undertakes to comply with SAT's instructions relating to the service in question (the so-called service instructions received as part of the check-in process), whether provided as a free bonus or as a service purchased by the Client for the tour and acknowledges that it is not part of the tour organised by the tour operator.

2.40. The client has the right to send a review of the purchased tour via the SAT website upon his/her return from the tour and thus provide information about the quality of accommodation and services

to other potential SAT clients. The Client acknowledges that SAT is entitled to publish the review at its discretion or refuse to publish the review sent by the Client without giving any reason. SAT shall not be obliged to inform the Client of any refusal to publish the review. By submitting a review, the Client consents to the publication of the review on websites used by SAT. The client also agrees that SAT may edit the submitted reviews so that they do not contain, for example, inappropriate language, specific names of organisers, airlines or other specific names.

#### 2.41. Liability for damage and injury

a. In case of loss, damage or late delivery of luggage in air transport, the client shall also claim the loss, damage or late delivery of luggage directly from the carrier.

b. The Client shall at all times act in such a way as to prevent damage or injury to themselves, other Clients, the Promoter, SAT and its business partners.

c. The organizer is liable for damages and injury caused by her or her providers' breach of duty. Even then, however, it shall not be liable for damages if they are caused by the client, a third party not connected with the provision of the services, or an extraordinary unforeseeable and insurmountable obstacle arising independently of the provider's will.

d. If an international treaty to which the Czech Republic is bound allows for a limitation of the amount of compensation for damages resulting from a breach of an obligation under the treaty or the terms of compensation, the organiser shall pay damages only up to the amount of this limitation. The organiser's obligation to pay damages is limited to three times the total price of the tour, except for culpable damage or personal injury.

e. If the organizer has incurred damage due to a breach of duty by the client, e.g. costs incurred in connection with assisting a sick or injured client, dealing with the loss of the client's travel documents, arranging extra transport and accommodation in this connection, damage to the accommodation premises or means of transport, the client is obliged to compensate for this damage.

#### 2.50. Insurance

SAT recommends that clients take out appropriate insurance for their trip to cover the costs associated with the termination of the travel contract (acute medical cancellation insurance) or assistance costs including repatriation in the event of injury, illness or death (travel insurance for medical expenses abroad).

### 3. Conditions for arranging air passenger transport

#### General provisions

3.1. SAT provides Clients with the opportunity to enter into a Contract for the carriage of passengers by air and the provision of other related services ("Contract") with the selected carrier only on the basis of these Terms and Conditions in force at the time of entering into the Contract.

3.2. The Client acknowledges that the conclusion of the Contract creates rights and obligations regarding the Air Transport and the provision of related services to the Client and the Carrier. SAT acts only as an intermediary in the relationship between the Client and the Carrier in concluding the Contract.

3.3. The Client acknowledges that SAT does not provide the Air Transportation or related services and is therefore not responsible for the proper and timely performance of the Air Transportation and related services or for any injury, illness, loss or damage to the Client's belongings or other property in connection with the Air Transportation.

3.4. The client may, at his/her option, place his/her order for tickets or related services

- by electronic on-line booking via the Internet on the websites [www.studentagency.cz](http://www.studentagency.cz), [www.kralovna.cz](http://www.kralovna.cz), [www.studentagency.sk](http://www.studentagency.sk), [www.letenky.cz](http://www.letenky.cz), or on other websites operated by SAT,
- by phone or e-mail, or
- in person at the SAT office.

3.5. When concluding the Contract by any of the above mentioned methods, the Client is obliged to present on request an identity document and to prove other data necessary for the proper provision of Air Transport, e.g. for the identification of a person for the purpose of air transport, a request for the carriage of non-standard items, i.e. especially animals, weapons, sporting goods. The Client acknowledges that the carriers may, in accordance with

their conditions of carriage, require payment of fees for additional change of data, accompaniment of a minor child travelling alone or carriage of non-standard items, or may exclude the Client from carriage without refund of the price of Air Transport.

- 3.6. By making a reservation via the electronic on-line booking system, by telephone, by e-mail or in person at SAT's premises, the client makes a binding order for Air Transport or other services and unconditionally agrees to these GTC. Upon receipt of the order and its confirmation by the carrier (if necessary according to the carrier's terms and conditions), SAT will send the client a confirmation of his/her order with the details of the ordered Air Transport, related services, the carrier and the total price, namely:
- electronically to the e-mail address provided by the client at the time of booking, in the case of an electronic online booking, or
  - in the agreed manner (e.g. by mail, electronically), in the case of reservations made by telephone, electronic mail or in person at the SAT office.
- 3.7. The Client acknowledges that:
- until the total price (i.e. the price including the price of the ticket, airport, fuel and other charges, the price of other services booked, the brokerage fee, etc.) is paid according to the communicated payment terms by SAT OR until the client who has agreed with STUDENT AGENCY TRAVEL to pay the invoice with due date sends a binding order for the pre-booked services, the order confirmation is not binding and the booking of the ticket or other services may be changed.
  - until the moment of issuing the ticket or voucher for other services, the carrier reserves the right to change the date for issuing the ticket, change the price of the ticket, airport charges or other services. In such a case, SAT is entitled to a supplementary payment up to the current price of the ticket when it was issued.
  - the possible methods of payment of the ticket price or other services depend on the time by which the ticket has to be issued for the booking. The specific time limit for payment of the ticket price is determined by the carrier for the specific fare.
  - SAT charges an agency fee - transaction fee - for arranging the possibility of concluding a contract for the carriage of passengers by air in accordance with the applicable price list, which SAT is entitled to upon confirmation of the booking by the client.
- 3.8. The contract between the client and the carrier is concluded:
- on the day on which the client, after verifying the validity of the flight reservation or other services, pays the total price according to the payment terms communicated by SAT. The date of payment is governed by clause 1.10 of the GTC. SAT is obliged to issue the tickets on the date of conclusion of the Contract. By paying the total price, the Client confirms that all necessary information (including cancellation and complaint conditions) and related documents have been provided by SAT. The Client is obliged to familiarize himself with the carrier's conditions for changing the already issued ticket (e.g. change of flight date).
  - on the date SAT receives a binding instruction from the Client to issue a ticket ("Binding Order") following the Client's prior non-binding order and SAT's confirmation thereof, in the case of a Client who has an agreed payment on invoice with SAT on the basis of a contract or business practice with an agreed due date. By sending a binding order, the Client confirms that all necessary information (including cancellation and complaint conditions) and related documents have been provided by SAT. The client is obliged to familiarise himself with the carrier's conditions for changing an already issued ticket (e.g. change of flight date).
- 3.9. Tickets (travel documents) are sent to the client as soon as possible by e-mail to the specified contact e-mail.
- 3.10. The Client is obliged to make all proposals for amendments or cancellation of the Contract, if the Contract or the conditions of the carrier allow it, to the carrier or, if the conditions of the carrier allow it, through SAT.

#### **Complaints and complaints procedure**

- 3.11. The Client acknowledges that claims for Air Carriage or related services may only be made in the manner specified in the Carrier's terms and conditions. SAT shall not be entitled to accept or settle any claim by the Client relating to the Air Carriage or related services. Claims must be made in writing and, unless otherwise stated in the Carrier's Conditions of Claim, without undue delay, but not later than six months after the Air Carriage has been made or should have been made, either directly with the Carrier or through SAT. The contact email address for sending a claim is reklamace\_let@studentagency.cz.

- 3.11.1. The carrier is responsible for transporting the luggage. If the baggage is damaged, delayed, lost or destroyed, the carrier shall be liable up to EUR 1 220. In this case, the customer must lodge a written complaint with the air carrier as soon as possible, within 7 days and within 21 days in the case of delayed baggage, in both cases from the date on which the baggage was handed over to the passenger.

If the air carrier that actually operates the flight is not the same as the contracting air carrier, the passenger has the right to lodge a complaint or make a claim for damages against both. If the company or code of the air carrier is indicated on the ticket, that air carrier shall be the contracting air carrier.

The claim can be made with the air carrier with which the contract was concluded (by purchasing the ticket) or, in the case of different companies, with the carrier actually operating the flight.

- 3.12. In the event that the client makes a claim via SAT, SAT will forward the claim to the carrier for processing and will further inform the client of the progress and outcome of the claim. The Client acknowledges that in this case the Client shall not have any claims against SAT, which shall only assist the Client in the claim procedure. The Client further acknowledges that even if the claim is forwarded to the carrier via SAT, the claim is the sole responsibility of the carrier and SAT cannot influence the time for handling the claim or its outcome.

- 3.13. SAT is only entitled to provide any refunds in accordance with the carrier's terms and conditions.

#### **Rights and Obligations of the Parties**

- 3.14. SAT is only responsible for the fulfilment of its obligations in connection with the conclusion of the contract, i.e. in particular for
- proper and timely notification to the carrier that an order has been placed and a contract subsequently concluded,
  - proper and timely confirmation of the order by the carrier, if required by the conditions of the carrier, proper issuance of the ticket or other travel document,
  - proper transmission of the necessary documents to the carrier,
  - proper notification of changes or cancellation of the contract to the carrier and the client without undue delay after SAT is informed of such change in writing,
  - proper and timely remittance of the price of air carriage and the price for related services to the account of the carrier.
  - proper and timely remittance of the price of air carriage and the price for related services to the account of the carrier.
- 3.15. The Client acknowledges that SAT is not obliged to ascertain any changes to the reservation prior to the purchase of the ticket or changes to the terms and conditions of the Air Transport after the purchase of the ticket and to communicate such information to the Client. In accordance with clause 3.15.(d), it is obliged to provide this information only if it is communicated to it at least one working day before the departure date.
- 3.16. The Client is obliged to provide SAT with his/her valid contact details (as well as any changes to these details) in writing after the purchase of the ticket or related services in case of notification of a change to the flight or its conditions. In the event that the contact details provided in writing are invalid, SAT shall not be liable for any damages incurred by the Client as a result of the failure to provide notification of the changes. By providing contact details the Client agrees to be contacted by SAT at any of the contact details provided and is fully responsible for ensuring their availability at all contact details provided.
- 3.17. The client is mainly responsible for:
- Compliance with visa regulations throughout the flight and stay in the country of destination and in transit countries, including visa requirements when staying in the transit area of an international airport, and securing the necessary visas,
  - the accuracy of the data transmitted
  - Verification of any flight changes after the purchase of the ticket, which must be verified with the relevant carrier,
  - checking the actual departure date with the carrier before departure, especially in the event of adverse weather conditions,
  - on time for departure.
- 3.18. The Client is obliged to:
- check the accuracy of the data in the reservation and subsequently in the transport document (in particular personal data, dates, route, connection details), and by accepting the ticket or flight itinerary



(including by e-mail), the passenger confirms that he/she has checked the data and agrees with them. In case of any discrepancies, we recommend contacting SAT immediately - on the same day. Outside working hours by email to [letiste@studentagency.cz](mailto:letiste@studentagency.cz), otherwise contact your dealer

- b) inform yourself about visa regulations throughout your flight and stay in destination and transit countries, including visa requirements when staying in the transit area of an international airport, and secure the necessary visas,
- c) be familiar with the conditions for changing or cancelling a ticket already issued. Cancellation/change of the ticket can be made no later than 48 hours before the scheduled departure (unless the fare conditions of the ticket specify a different time) within the opening hours of SAT. Outside these hours, you must contact the carrier directly.
- d) use the first leg of the journey as booked and use all coupons in the order specified in the ticket,
- e) reconfirm (reconfirm) the flight 72 hours before departure directly to the carrier, in particular to verify departure and arrival times. Following any changes, ensure that parking vouchers purchased through SAT and other related services etc. are changed.
- f) check the baggage allowance with the carrier and the fare/class 24 hours before departure. The conditions of carriage of each carrier are available on their websites,
- g) check with the seller the possible age limit of the minor child travelling alone, as well as the conditions and charges for transporting a minor child travelling alone, which may vary depending on the carrier used,
- h) comply with the Conditions of Carriage published on the carrier's website.
- i) inform SAT if you wish to request special services (assistance for disabled passengers, unaccompanied children, non-standard luggage, weapons, sports equipment, animals, etc.) before paying for your ticket. These services may be subject to specific carrier conditions and may not be accepted on all flights.

3.19. The Client acknowledges and agrees that:

- a) cancellation of the ticket and the time limit for any refund is subject to the terms and conditions of the carrier (airline) for the selected fare. After deduction of cancellation and transaction fees, the period reserved by the carrier is extended by a period of 21 days, during which SAT undertakes to reimburse the client for the relevant amount. A corrective tax receipt is issued upon receipt of the relevant amount from the carrier and reimbursement is made by wire transfer or refund to the client's card;
- b) in the event of cancellation, the transaction fee for the issue of the ticket (i.e. the brokerage fee) is non-refundable and SAT may charge a fee for the cancellation according to the applicable price list; the transaction fee for the issue of the ticket is also non-refundable in the event of cancellation of the ticket due to a change in the flight schedule by the carrier,
- c) the provision of other services (travel insurance, insurance against cancellation fees, etc.) is subject to the terms and conditions of the respective service provider,
- d) if the client is interested in additional services (cancellation insurance, escort, special meals), he/she is obliged to inform SAT when booking,
- e) in the event of a change in the departure date of an issued ticket, if the conditions of the fare allow for such a change, the carrier shall be entitled to a surcharge up to the current amount of the ticket price and airport and fuel charges as of the date of the change, if there has been an increase compared to the date of issue of the ticket,
- f) in the case of purchase of separate tickets (e.g. to reduce travel costs), the carrier is not liable for the costs incurred by changing or purchasing a ticket for a connecting flight in the event of delay, change or cancellation of the previous flight.
- g) In the event of a change of flight by the airline, the passenger will be informed by SAT by email, or verbally by phone or in person. If the itinerary meets the continuity of flights and if he (the client) is asked to confirm the change, this must be done by the date communicated with this information. As a rule, the deadline for confirming the change is within 14 days, unless otherwise specified. If the client does not respond within this time limit, the client is deemed to have accepted the change of 1-120 minutes and the change will be automatically accepted.

Small flight changes of up to 10 minutes, which do not disrupt the continuity of connections on the ticket, are accepted automatically. The client will be informed by email. For changes over 120 minutes and the client is obliged to respond to the email in any case. Without his/her response, new flights are not confirmed and the trip may become invalid.

In some cases, to speed up the process, the carrier sends information about changes to flight schedules directly to the passenger's contact e-mail address provided when ordering the ticket. In these cases, SAT does not need to be informed by the carrier of these changes and therefore cannot inform the passenger. The passenger then follows the information provided by the carrier.

- h) some airports require a local departure tax payable in cash in the local currency.
- i) if the client orders 9 or more tickets for the same flight, a group booking is created. Specific terms and conditions of the dates for payment of the deposit and the balance, the date of completion of the passenger name list and the sending of the tickets will be sent to the ordering party with the offer
- j) Low-cost airline tickets (e.g. Ryanair, Easy Jet, Wizzair and others) purchased online can usually only be changed or cancelled directly with the carrier by phone or via their website. These terms and conditions are disclosed to the passenger before the booking is completed in the Conditions of Carriage, which the traveller is obliged to read before payment.
- k) Some carriers may charge a fee for checking in passengers and baggage at airports if the passenger has not used the free online check-in in advance via the carrier's website. The carrier will inform the customer by email of the need to check in online.

#### **Flight irregularities and compensation**

3.20 SAT in cooperation with a third party - Click2claim s.r.o. - monitors flight delays and cancellations and can inform the client about the possible claim for financial compensation under EU Regulation 261/2004 and the procedure for obtaining it.

3.21 Information on the common rules on compensation and assistance to passengers in the event of denied boarding, cancellation or long delay of flights laid down by the European Parliament and the Council of the European Union is available here: [https://ec.europa.eu/transport/themes/passengers/air\\_en](https://ec.europa.eu/transport/themes/passengers/air_en)

3.22 Price list - For services related to the sale of tickets and related services, transaction fees are charged according to the applicable price list, which is published on the website [www.studentagency.cz/letenky/dulezite-informace/cenik-sluzeb/index.html](http://www.studentagency.cz/letenky/dulezite-informace/cenik-sluzeb/index.html)

#### **4. Conditions for the provision of individual tourism services (e.g. independent accommodation, rental of means of transport, especially cars or caravans, tickets, excursions, etc.)**

4.1. SAT is an authorised intermediary of accommodation and other individual tourism services and related services of selected providers of these services ("Provider") with whom it has concluded contracts, under which SAT is authorised to negotiate these services with clients on behalf of the respective Provider to collect the agreed price of services on its behalf.

4.2. The Client acknowledges that the rights and obligations arise only for the Service Provider and the Client, with SAT acting only as an intermediary in this relationship. The Client further acknowledges that he/she is obliged to check the minimum age limit for accommodation in each country.

4.3. The client acknowledges that the provider of the service and related services is solely responsible for the provision of the services according to its terms and conditions, not SAT, which is not a provider of accommodation or other services, and therefore is not responsible for the proper and timely implementation of these services, for causing injury, illness, loss or damage to the client's belongings or other property in connection with accommodation or other services.

4.4. The Client may, at his/her option, place his/her service order:

- a) via electronic on-line booking via the Internet on the SAT website [www.studentagency.cz](http://www.studentagency.cz), [www.dovolena.cz](http://www.dovolena.cz), [www.kralovna.cz](http://www.kralovna.cz), [www.letenky.cz](http://www.letenky.cz), or on other websites operated by SAT,
- b) by phone or e-mail, or
- c) in person at the SAT office.

4.5. By making a reservation via the on-line electronic reservation system, by telephone, by e-mail or in person at SAT's premises, the client makes a binding order for accommodation or other and related

tourism services and unconditionally agrees to these GTC. Upon receipt of the order, SAT shall promptly acknowledge receipt of the order and, upon confirmation by the service provider (if required by the service provider's terms and conditions), SAT shall send the client a confirmation of his/her order with details of the accommodation or other or related services ordered, the service provider and the total price, namely:

a) electronically to the e-mail address provided by the client at the time of booking, in the case of an electronic online booking, or  
b) in the agreed manner (e.g. by mail, electronically), in the case of reservations made by telephone, electronic mail or in person at the SAT office.

4.6. The Client acknowledges that until the payment of the deposit or the total price - what is determined (i.e. the prices including the price of accommodation, other and related services ordered, the price of mediation, etc.) is not binding and the reservation of accommodation or other and related services, as well as their price may be changed. Binding orders are accepted during the operating hours of the intermediary. Orders received by the Supplier outside business hours will not be processed until the next business day.

4.7. The binding conclusion of the service agreement between the client and the provider occurs when the client pays the total price after verification of the validity of the accommodation reservation or other related services. By paying the total price, the Client confirms that all necessary information (including cancellation and complaint conditions) and related documents have been provided by SAT or the Provider.

4.8. In the event that the terms and conditions of the accommodation and other service provider require a written contract, SAT will notify the Client of this fact as soon as the accommodation or other service provider confirms the Client's order. At the same time, SAT shall inform the client of the period of validity of the order within which the client is obliged to conclude the contract. In the event of the expiry of the validity period of the order, a new confirmation of the order must be requested from the accommodation or other service provider. The contract is concluded by signature by the client and SAT. By signing the contract, the client confirms that all necessary information (including cancellation and complaint conditions) and related documents have been provided by SAT.

4.9. After a binding order for a service, SAT is obliged to issue and hand over or send to the client an accommodation voucher or a voucher for the ordered or related tourism services, the presentation of which is required for the use of accommodation or other or related services. The voucher for accommodation/services may be issued directly by the provider.

4.10. All proposals for changes or cancellation of the ordered services, if the conditions of the provider allow it, the client is obliged to make directly with the provider of the ordered service or, if the conditions of the provider of the ordered service allow it, via SAT.

4.11. The Client may address complaints about the services provided through SAT, but acknowledges that SAT is not authorized to accept or handle complaints about accommodation or other or related services on behalf of the Service Provider. Complaints must be made, unless otherwise stated in the service provider's terms and conditions, in the case of defects that can be rectified immediately, without undue delay, to the authorised person providing the accommodation (e.g. at the hotel reception) or related services, and in the event that such a complaint is not upheld, which the client is obliged to prove by written confirmation, directly to the service provider or via SAT. The contact email for sending a complaint is reklama\_let@studentagency.cz.

4.12. If the Client submits a claim via SAT, SAT will forward the claim to the Service Provider for processing and will further inform the Client of the progress and outcome of the claim. The Client acknowledges that in this case the Client shall not have any claims against SAT, which shall only assist the Client in the complaint procedure. The Client further acknowledges that even if the complaint is forwarded to the Service Provider via SAT, the complaint is the sole responsibility of the Service Provider and SAT cannot influence the time for processing the complaint or its outcome.

4.13. SAT shall only be entitled to provide any refunds in accordance with the applicable terms and conditions of the Service Provider.

4.14. SAT is only responsible for the fulfilment of its obligations related to the binding agreement, i.e. the mediation of the service, i.e.

in particular for

- a) proper and timely notification to the service provider that an order has been placed and subsequently the service has been ordered,
- b) proper and timely provision of order confirmation by the service provider, if required by the service provider's terms and conditions,
- c) the proper and timely issuance of a voucher for services,
- d) proper transmission of the necessary documents to the service provider,
- e) proper notification of changes or cancellation to both the Service Provider and the Client on the next business day after SAT has been informed of such change in writing,
- f) proper and timely remittance of the price of the service and related services to the service provider's account.

4.15. The Client acknowledges that SAT is not obliged to ascertain any changes to the booking prior to payment of the price of the services or changes to the terms and conditions of the accommodation or other or related services after the voucher has been issued and to communicate such information to the Client.

4.16. The Client is obliged to provide SAT with his/her valid contact details (as well as any changes to these details) in writing upon payment of the price of the accommodation or any other or related services in case of notification of changes to the accommodation or other services. In the event that the contact details provided in writing are not valid, SAT shall not be liable for any damages incurred by the Client as a result of the failure to give notice of the changes.

4.17. The client is mainly responsible for:

- a) the accuracy of the data transmitted,
- b) timely arrival at the accommodation or the start of the use of the mediated service.

4.18. The Client is obliged to:

- a) check the validity of the travel documents of themselves and all other persons staying at the accommodation or any other service booked, and verify the conditions of entry to all destinations and transit destinations visited for the purpose of the service booked, in particular entry formalities and visa requirements, well in advance of the arrival. The Client acknowledges that neither SAT nor the Service Provider shall be liable for any damages arising from the refusal of entry of the Client or other travelling persons into the country of destination or transit destination or refusal of clearance for carriage to such destination.
- b) to secure the necessary residence and transit visas for themselves and their travelling companions.
- c) Ensure that both the client and other travellers meet the medical or other requirements necessary for travel or stay at all destinations of destination and transit.
- d) to check the accuracy of the information on the accommodation voucher issued by SAT and other services (in particular personal details, dates of accommodation, type of accommodation, type of vehicle rented, etc.), and by accepting the service voucher confirms that he/she has checked it and that he/she agrees with this information.

4.19. The Client acknowledges and agrees that the cancellation of the service is subject to the terms and conditions of the service provider and the time limit set out therein for any refund of the price paid.

4.20. Bookings made via the online search engine located on the SAT websites [www.studentagency.cz/sluzby/pronajem-aut/](http://www.studentagency.cz/sluzby/pronajem-aut/) and <https://www.studentagency.cz/sluzby/ubytovani/> are processed directly by Booking.com for accommodation and Rentalcars for car rental. Payment is made directly to these companies. All terms and conditions of these intermediated services are stated during the booking process and agreed by the client prior to completion and payment.

## 5. Conditions for residence permits (visas)

5.1. SAT offers clients (citizens of the Czech Republic) visa brokerage for a fee based on the client's order made at the client's choice by phone, e-mail or in person at any SAT office or visa brokerage is done through another broker. In this case, the contractual relationship is governed by the GTC of the intermediary concerned.

5.2. In the order, the client is obliged to specify in particular the personal data of the persons for whom the visa is to be processed (including nationality), the full official name of the country whose visa the client requests, the type of visa requested and the requested date and duration of the visa. Upon receipt of the order, SAT will send the

client an order confirmation indicating the details of the visa processing ordered, the documents required for successful visa processing, the amount of the administrative fee for visa processing and SAT's remuneration.

5.3. The contract is concluded by paying the SAT fee and the administrative fee for the visa processing. By concluding the contract, the client confirms that he/she has been provided with all the necessary information by SAT, including the estimated time for processing the visa application. The payment of the fee and the administrative fee shall be deemed to be the date of receipt of cash or payment by credit card or the date of crediting the payment to SAT's account, depending on the form of payment, in accordance with clause 1.10 of these GTC.

5.4. If the client decides to withdraw the visa application or terminate the contract with SAT before the visa is issued, SAT is entitled to a pro rata refund of the fee for the services already performed, but not less than 50% of the fee. The client acknowledges that once the visa application has been submitted, the administrative fee paid will not be refunded, even if the client does not withdraw the application but the visa is not issued.

5.5. After the conclusion of the contract, the client is obliged to hand over all documents necessary for the visa processing to SAT without undue delay. Until such documents are received, SAT is not obliged to take any action towards the visa processing. The Client acknowledges that the relevant embassy may require the submission of additional documents during the visa application process, of which SAT will inform the Client and the Client shall provide SAT with such additional documents immediately.

5.6. The Client is obliged to:

- a) tell the SAT truthfully and completely all the facts and information relevant to the visa,
- b) provide the SAT with all the necessary assistance for the processing of the visa,
- c) if a power of attorney is required to process the visa, it must be granted and delivered to the SAT in a timely manner.

5.7. SAT is mandatory:

- a) to keep the documents received from the client for the purpose of visa processing in proper custody and forward them to the relevant embassy,
- b) at the client's request, keep the client informed about the progress of the visa processing, act to the best of its ability and knowledge and deviate from the client's instructions only if it is in the client's interest and if SAT cannot obtain the client's consent in time,
- c) collect the visa after it has been issued in accordance with the date specified by the relevant embassy and deliver it to the client without undue delay together with the documents returned by the embassy, in particular the passport with the visa issued, or agree with the client on another way of delivering the visa and the relevant documents if they are returned with the travel document and visa by the relevant embassy.

5.8. The Client acknowledges that:

- a) SAT is not liable for failure to issue a visa due to incorrect data or documents submitted or failure to provide the necessary cooperation or to grant the necessary power of attorney in a proper and timely manner.
- b) SAT is not responsible for any overstay of the expected visa issuance time.
- c) SAT is not liable for the non-issuance of a visa if it was caused by a circumstance beyond SAT's control (e.g. administrative discretion of the embassy).
- d) the embassy may ask the client to visit the embassy in person or to provide additional documents not included in the original conditions for the visa process.
- e) SAT is not responsible for the accuracy of information regarding visa requirements. It is the client's responsibility to verify this information with the relevant embassy at his/her own cost and responsibility.

5.9. SAT is entitled to terminate the contract with immediate effect if the trust between the Client and SAT is broken. In such a case, the contract shall terminate at the moment SAT informs the client of the termination. Even after the termination of the contract, SAT is obliged to take all reasonable steps to ensure that the client is not harmed. After the termination of the contract, SAT is obliged to hand over to the client all documents it has received from the client for the purpose of processing the visa and which are still in its possession. SAT is entitled to retain a reasonable portion of the fee according to the acts already performed.

5.10 The Client acknowledges that in the event that it makes a claim, SAT must always acknowledge in writing the claim request made by it as accepted. If SAT's acceptance of the claim is not acknowledged in writing to the Client, the claim shall be deemed not to have been received and therefore no claim procedure shall be initiated. To submit a complaint in writing by e-mail, the Client may use the following e-mail address: [reklamace@dovolenaz.cz](mailto:reklamace@dovolenaz.cz)

## 6. Conditions for arranging language courses abroad

### General provisions

6.1. SAT offers clients the possibility of arranging a study abroad placement ("placement") organised by an organiser of the client's choice on behalf and for the account of the client on the basis of a placement agreement.

6.2. The client acknowledges that SAT is not the organizer of the stay and therefore is not responsible for the proper and timely completion of the stay or for any injury, illness, loss or damage to the client's belongings or other property in connection with the stay.

6.3. The Client acknowledges that:

- a) host family accommodation means private accommodation, where the host family may be a single person and may be of different ages, religions and orientations.
- b) the prices of stays listed in the SAT price lists are for information purposes only and are not binding. The binding price of the stay will be specified in the mediation contract, including the applicable VAT and in the currency corresponding to the country in which the stay is to take place, together with the conversion to Czech crowns at the current exchange rate.
- c) SAT has the right to increase the price of the stay even after the conclusion of the mediation contract if the price is increased by the organizer of the stay. In this case, the client is entitled to confirmation from the organizer of the stay of such an increase.
- d) SAT has the right to increase the price of transport to the place of stay if, after the contract has been concluded, the chosen carrier increases the price, e.g. due to fluctuations in fuel or energy prices. Changes in departure and arrival dates may also occur. SAT is obliged to inform the client immediately of such changes.
- e) the client is not entitled to a discount on the price of the stay for days when the lessons are not held due to a national or local holiday.
- f) in the event that the client is expelled from the country of study, banned from that country or expelled from the relevant study programme for violation of the school's GTC or breach of good manners, the client is not entitled to a refund of the cost of the stay or any part thereof. SAT will assist in arranging transport back to the place of departure, but at the client's own expense.
- g) in case of doubt, the stay and additional services are deemed to comply with the standard conditions of the study programme organiser and the respective service providers.
- h) photographs used in SAT promotional materials are for illustrative purposes only.

### Contract and invoicing

6.4. The mediation contract between SAT and the client is concluded in writing or implicitly by the client paying the price of the stay or the deposit calculated in the advance invoice. In the event of such an implied conclusion of the mediation contract, the client is obliged to deliver a written copy of the mediation contract signed by the client to SAT without undue delay. If the client fails to do so within 14 days of the implied conclusion of the mediation contract, SAT shall be entitled to withdraw from the mediation contract and retain a handling fee of 15% of the payment received, up to a maximum of CZK 1,000, as a lump sum reimbursement of the costs incurred.

6.5. By concluding the mediation contract, SAT undertakes to mediate the stay specified in the mediation contract for the client and the client undertakes to pay SAT the mediation fee and the price of the stay or the price of additional services requested by the client.

6.6. By concluding the mediation contract, the client confirms that he/she has read all the information concerning the stay provided by SAT or available on the SAT website, and confirms that he/she has read the General Terms and Conditions of the language school.

6.7. The client is obliged to pay the price of the stay and the SAT fee within the terms and in the amount specified in the mediation contract, based on the invoice issued by SAT.

6.8. In the event that the exchange rate of the Czech crown against the currency in which the price of the stay is set increases by more than 5% on the date of payment of the invoice compared to the date of the

advance invoice, the client is obliged to pay the SAT the full amount of the exchange rate difference. If the client fails to do so within five days, SAT is entitled to withdraw from the mediation contract and the client is obliged to pay the cancellation fees according to these GTC.

6.9. In the event that the exchange rate of the Czech crown against the foreign currency in which the price of the stay is set decreases by more than 5% on the date of payment of the invoice compared to the date of the advance invoice, the client is entitled to a refund of the resulting exchange rate difference from SAT.

6.10. SAT shall be entitled to set the due date so that the total price and remuneration is paid before the start of the stay. If the due date is less than three days, SAT is obliged to notify the client.

6.11. The client can choose to pay the price of the stay in two instalments, 25% of the price due within 3 working days of the invoice and the remaining 75% of the price no later than six weeks before the planned arrival. In the case of special offers/discounts granted by SAT, the payment terms may be adjusted differently in the terms and conditions of obtaining the special offer/discount.

#### SAT rights and obligations

6.12. SAT is obliged to book the selected stay for the client within seven working days of the payment of the price of the stay or the deposit, and the SAT remuneration. If the time between the conclusion of the mediation contract and the start of the stay is less than 10 days, SAT is obliged to make the reservation without undue delay, but not before the client has paid the price of the stay and the SAT fee.

6.13. SAT informs the client: at the client's request about the progress of the mediation of the stay, always within the time needed to find out the required information.

- a) in the case of confirmation of the booking by the organiser of the stay without undue delay, and
- b) in the event of non-confirmation of the booking of the stay by the organizer of such stay without undue delay, but no later than seven days before the planned start of the stay, this does not apply if the contract with the client is concluded less than seven days before the planned start of the stay. In this case, SAT will offer the client an alternative date or stay as such. If the client does not agree to the proposed alternative, the client has the right to withdraw from the mediation contract. SAT is then obliged to refund the client the part of the price already paid.

6.14. In case of confirmation of the reservation by the organizer of the stay, SAT is obliged to deliver to the client the documents necessary for the start of the stay before the planned start of the stay.

#### Client's rights and obligations

6.15. The Client is obliged in particular to:

- a) check the validity of your travel document well in advance of your planned arrival and verify the conditions of entry to all destinations and transit destinations, in particular entry formalities and visa requirements. The Client acknowledges that neither SAT nor the Trip Organiser shall be liable for any damages arising from the Client's refusal to enter the country of destination or transit or refusal to check-in for transport to such destination.
- b) obtain the necessary residence and transit visas.
- c) ensure that he/she meets the medical or other requirements necessary for travel or stay at all destinations of destination and transit,
- d) follow the instructions of the organizer of the stay,
- e) to behave during the stay in such a way that he/she does not violate the generally binding legal regulations of the given country, the rules of the study program set by the organizer, does not interfere unjustifiably or unreasonably with the rights of other participants of the stay, and does not damage good manners and the name of the SAT.

6.16. The client acknowledges that if the specific stay chosen by him/her is not fulfilled, the organizer may change the type of stay to an adequate substitute. If the client is provided with an adequate substitute stay, he/she is not entitled to withdraw from the mediation contract, refund the price of the stay or any part thereof.

6.17. The client has the right to request a change in the conditions of stay. If the requested change is possible, SAT shall be entitled to reimbursement of all costs incurred by SAT in securing such change.

6.18. The client has the right to cancel the booked stay by sending a registered letter to the address of the SAT headquarters. In this case, the client is obliged to pay SAT the following cancellation fees:

- a) If the client cancels the stay more than 30 days before the

planned arrival, he/she is obliged to pay a cancellation fee of up to 20% of the total price of the stay and up to 100% of the price of additional services.

- b) If the client cancels the stay within 30 - 5 days before the planned arrival, he/she is obliged to pay a cancellation fee of up to 50% of the total price of the stay and up to 100% of the price of additional services.
- c) If the client cancels the stay less than 4 days before the planned arrival or after the arrival, he/she is obliged to pay a cancellation fee of up to 100% of the total price of the stay and up to 100% of the price of additional services.

Cancellation fees are based on the inclusive price VAT.

6.19. The client is obliged to pay the cancellation fee in the appropriate amount even if he/she does not enter the stay for reasons on his/her side or due to incorrect information provided for the purpose of arranging the stay SAT. The cancellation fee is payable within three days of the written notification of the amount of the additional payment.

#### Visas

6.20. If the client is required to obtain a visa and does not receive it at least 14 days prior to the planned arrival, the mediation contract will expire and SAT is entitled to a cancellation fee of up to CZK 4,500 and up to 100% of the price of additional services. If the visa has been arranged by SAT, the client is obliged to reimburse SAT for all costs incurred in connection with the processing of a visa for a client.

#### Cancellation of stay

6.21. The stay is deemed cancelled on the date the SAT receives the client's written notice of cancellation. The mediation contract shall terminate on that date.

6.22. The SAT's right to payment of the cancellation fee arises on the date of termination of the agency contract or on the scheduled date of arrival, whichever is earlier. SAT undertakes to notify the client in writing of the amount of the cancellation fee, including the amount retained from the price already paid. The cancellation fee is payable within three days of SAT's written notification to the client.

#### Complaints and Claims

6.23. The SAT is available by phone during standard SAT office hours to address problems that arise during the course of the study program.

6.24. In the event of any defects of the stay in relation to the contract or these GTC, the client has the right to file a complaint with the organizer of the stay directly or via SAT during the stay. The client has the right to negotiate a remedy and, if this is not possible, to a reasonable discount on the price of the stay. The amount of the discount shall be determined by the organizer of the stay in cooperation with SAT. If the client does not make a claim during the stay, the stay shall be deemed to be free from defects. The client acknowledges that after the end of the stay, any reservations made by the client about the stay or the additional services are irrelevant. The client may make a claim regarding the return journey after the end of the stay in accordance with the terms and conditions of the relevant carrier, otherwise without undue delay, at the latest within six months after the end of the journey.

## 7. Conditions for arranging a foreign school placement stay

7.1. If the subject of the mediation is a stay of the pupil with a host family in another country connected with a regular school visit agreed for a period of at least three months ("foreign school stay"), the organizer (foreign SAT partner) shall, with the pupil's cooperation, arrange suitable accommodation for the pupil with the host family, as well as his/her supervision and care according to the usual conditions in the country of school stay. At the same time, he/she will create the conditions for the pupil to attend school regularly. The client acknowledges that homestay accommodation means private accommodation, and that the homestay family may be a single person and may include persons of different ages, religions and orientations.

7.2. The organizer shall not be entitled to a cancellation fee if the client withdraws from the contract before the start of the school stay because the organizer has not communicated to him/her, even two weeks in advance, (a) the name and address of the host with whom the pupil will be accommodated on arrival and (b) the name and address of the person in charge (coordinator) in the country of school stay with whom assistance can be requested and the possibility of contacting him/her.

7.3. The organizer is not entitled to severance pay if the client withdraws from the contract because the organizer did not prepare the

student properly for the stay.

7.4. The client has the right to withdraw from the contract during the school stay; the organizer is entitled to the agreed remuneration less the saved costs. The organizer shall make the necessary arrangements for the pupil's return transport; the client shall reimburse the organizer for the increased costs involved. The organizer shall not be entitled to the remuneration less the costs saved or the increased costs of transporting the pupil back if the client has withdrawn from the contract for breach of the organizer's obligation.

7.5. A foreign school stay is a study stay and, subject to certain exceptions as set out in 7.2. to 7.4., the provisions of clause 6.GTC also apply to the client accordingly.

## 8. Conditions for arranging a school trip

8.1 These terms and conditions govern the rights and obligations of the contracting parties in arranging school trips within the meaning of Section 2521 et seq. of the CC, which are organised for groups of at least 45 paying persons (students). Reaching this number is within the meaning of

§ Section 2536(1)(a) CC is a condition for the school trip.

8.2 SAT is the organizer of school trips ordered by the client (organizing school/teacher) on the basis of a school trip contract ("School Trip Contract").

8.3 By concluding a school trip contract, SAT undertakes to arrange a school trip for the client within the time, duration, location and standard defined in the school trip contract (transport, accommodation with host families, insurance, meals and provision of lessons), and the client undertakes to pay the agreed price for arranging the school trip.

8.4 The client acknowledges and agrees that the school trip will only be carried out if the capacity of the trip is reached, i.e. a minimum of 45 fully paying persons (students). In the event that the capacity of the tour is not reached, SAT is entitled to cancel the tour in accordance with Section 2536 (1) (a) CC and inform the client in writing without undue delay. In such a case SAT is obliged to refund the deposit or the price of the school trip paid by the client without undue delay, at the latest within

14 days from the notification of cancellation to the client, after application of the cancellation conditions specified in clause 8.26.

8.5 The client is entitled to insist on arranging a school trip even if the capacity is not filled, i.e. if the number of students is less than 45 persons, provided that he/she pays the total price corresponding to forty fully paying persons, thus increasing the price per student.

8.6 The Client acknowledges and agrees that:

- a. All bookings are provisional until the school trip contract is signed and invoice paid. SAT will only make binding bookings with its partners once the school trip contract has been signed and the invoice for the school trip has been paid;
- b. in the event of cancellation of a school trip due to lack of capacity, the student is not entitled to any benefit from SAT, regardless of the period of cancellation;
- c. 45 full paying persons SAT provides three free places for teachers (in case of smaller groups for every 15 students 1 place free of charge) and the services of a guide in the standard ordered by the client, on condition of the teachers' cooperation according to the guidelines for pedagogical supervision during the preparation and during the school trip;
- d. host family accommodation means private accommodation, where the host family may be a single person and may be of different ages, religions and orientations.
- e. the selection of suitable host families and the provision of insurance is carried out by SAT on the basis of lists of travellers (students and teachers), which SAT is obliged to provide to the client (organising school/teacher). SAT takes care to protect personal data on the basis of the obligations imposed by the relevant legislation;
- f. the prices of stays listed in the catalogue and on the websites of the SAT are for information purposes only and are not binding. The binding price of the stay will be stated in the school trip contract, including the applicable VAT, subject to the proviso in point 8.19(b) of the GTC ;
- g. the services included in the price of the school trip are specified in the quotation, which is valid for 1 month, and are subsequently incorporated into the school trip contract.
- h. the client is not entitled to a discount on the price of the stay for days when classes, if part of a school trip, are not held due

to a national or local holiday.

- i. photographs used in SAT promotional materials are for illustrative purposes only.

8.7 By signing the school trip contract, the client confirms that:

- A. the passenger details on the school trip contract are correct and also checks that the services listed correspond to the order. In the event of a discrepancy, the client is obliged to inform SAT without delay. If the client confirms the school trip contract by signing it, it shall be deemed to have been issued in accordance with the client's requirements;
- B. he/she has read all the information regarding the school trip provided by SAT or available on the SAT website;
- C. has been provided with the draft contract together with the General Terms and Conditions, including the cancellation terms and the amount of severance pay in the event of the client's withdrawal from the contract, and at the same time confirms that he/she has read these terms and conditions in detail, accepts them without reservation and acknowledges that these terms and conditions form an integral part of the contract;
- D. he was given the relevant form according to Decree No. 122/2018 Coll., on specimen forms for individual types of tours and associated travel services,
- E. provided with general information on passport and visa requirements for travel, including approximate visa processing times, as well as information on the health requirements of the country of destination,
- F. he was given the contact details of the local representative of the organiser,
- G. the minimum number of persons required for the trip,
- H. he or she has been given information on how to contact the minor or the person caring for the minor at the place of residence,
- I. has been provided with information (in the form of a catalogue, catalogue sheet, supplementary offer or other appropriate means) detailing the school trip, in particular the accommodation, its location, the type, characteristics and category of means of transport and details of the itinerary, the manner and extent of meals (if part of the services ordered) and the form and extent of tuition, or other services if part of the school trip, and acknowledges that this information forms part of the school trip contract;
- J. he/she has been given a document containing information about the SAT guarantee insurance in case of the travel agency's bankruptcy, in particular the name of the insurance company, the terms and conditions of the insurance and the method of notification of the claim;
- K. that he has read the travel insurance policy;
- L. that he/she meets the conditions for participation in the tour, if have been established;

8.8 SAT is available to the client or participant on the phone during standard working hours to solve any problems that may arise during the school trip. SAT offers the client the participation of a guide who represents the school trip organizer and during the school trip ensures the quality and completeness of the service provided, i.e. accommodation, teaching, meals, excursions, addresses on-site the comments and requests of teachers and students, provides them with the necessary information and communicates on behalf of the group with foreign partners.

8.9 All documents necessary for the implementation of the school trip will be provided by the tour guide, who will be available to teachers and students throughout the trip. In the event that any of these documents are provided to the contact teacher, he/she is obliged to give them immediately to the students or their legal representatives.

8.10 SAT informs the client:

- a) at the client's request on the progress of the school trip, always within the time necessary to obtain the requested information;
- b) in case of confirmation of the reservation of the services provided by the service provider without undue delay;
- c) in the event of non-confirmation of the booking of the services provided by the service provider without undue delay, but no 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 less than seven days before the planned departure for the school trip. In this case SAT will offer the client an alternative date or school trip as such. If the client does not agree to the proposed alternative, the client has the right to withdraw from the school trip contract. SAT is then obliged to refund the client the part of the school trip price already paid.



8.11 The Client is obliged in particular to:

- α) cooperate in filling the capacity of the school trip and provide SAT with the necessary information about the travelling persons (students) in order to ensure suitable accommodation and form of teaching, i.e. in particular provide SAT with a signed contract, a list of teachers and students for accommodation, applications for pedagogical accompaniment and a list of teachers and students for insurance, an affidavit of the client on the criminal integrity of teachers accompanying students on the school trip;
- β) ensure that students are accompanied on school trips by their own pedagogical supervision, always at least one adult per 14-19 underage students. The educational supervisor shall be responsible for the students throughout the school trip, from departure from the destination until their return;
- γ) ensure that the teachers participating in the trip adhere to the Guidelines for Teachers (attached as Annex 1 to the contract) and the conditions set out therein, and that they acquaint students and their parents with the Guidelines for the Conduct and Safety of Students on a Trip Abroad (attached as Annex 2 to the contract)
- δ) check the validity of the travel documents of all travellers, including children, well in advance, preferably before making a binding tour booking, and ensure that the conditions of entry to all destinations and transit destinations visited during the tour, in particular entry formalities and visa requirements, are met. The Client acknowledges that SAT shall not be liable for any damages arising from the refusal of entry of any passenger to a country of destination or transit destination or refusal to clear them for carriage to such destination;
- ε) arrange the necessary residence and transit visas, if they are not included in the tour;
- φ) ensure that all travellers meet the medical or other requirements necessary for travel or stay at all destinations of destination and transit;
- γ) carry all the documents required for entry to the respective countries of residence and transit;
- η) comply with vaccination or other health obligations when travelling to countries for which international health regulations are laid down;
- ι) follow the instructions of the school trip organizer;
- φ) to behave during the school trip in such a way that he/she does not violate the generally binding legislation of the country concerned, the rules of the school trip set by the organizer, does not interfere unjustifiably or unreasonably with the rights of other participants in the school trip, and does not damage the reputation of SAT.

8.12 The client is obliged to pay the price of the school trip within the terms and amount specified in the school trip contract, based on the invoice issued by SAT.

8.13 The client undertakes to pay a deposit of at least 25% of the booked school trip within five working days of receipt of the school trip contract. The client undertakes to pay the remaining part of the contract price six weeks before departure. Payment of the price is deemed to be the date of receipt of cash or payment by credit card or the date of crediting the SAT account, depending on the form of payment. The dates for payment of the deposit and the balance of the price are binding on the client and the client is solely responsible for them; SAT is not liable for the consequences of late payment by the client.

8.14 SAT is entitled to set the due date so that the total price is paid before the school trip. If the due date is less than three days, SAT is obliged to notify the client.

8.15 The price of the school trip includes full insurance including baggage insurance, medical expenses, accident insurance, liability insurance, cancellation insurance (not applicable to short stays). The exact insurance information is an integral part of the information package that the client receives together with the binding application form through the organizing teacher.

8.16 Assignment of the tour contract:

a) If the third party fulfils the conditions for participation in the school trip, the client may assign the trip contract to them. A change in the identity of the client shall be effective against SAT if the client delivers a timely notification in text form to SAT together with a declaration by the new client that he/she agrees to the concluded tour contract and that he/she fulfils the conditions for participation in the school tour. The notification is timely if it is received at least 7 days before the start

of the tour.

b) SAT shall inform the client of the actual costs associated with the assignment of the travel contract; these costs shall not be excessive and shall not exceed the costs actually incurred for the assignment of the travel contract and shall provide the client with evidence of these costs.

c) The client and the new client are jointly and severally liable for the payment of the additional tour price and any additional costs incurred by the organiser in connection with the change in the client's personality (in particular, this may include a handling fee and a change of ticket fee).

8.17 Change of tour price:

a) SAT may increase the price of the tour if the following costs increase:

a) the cost of transport resulting from an increase in the price of fuel or other energy sources, (b) taxes, any additional similar monetary benefits or payments for tourism services provided under the tour contract by third parties not directly involved in the provision of the tour, including payments related to transport, or (c) the exchange rate of the Czech crown used to determine the price of the tour. If the exchange rate increases by 10% or more, the price will be converted at the current rate and the price increased, but no later than at the time of issuing the supplementary invoice

b) SAT will deliver a text notification of the price increase to the client no later than the 20th day before the start of the tour. In the notification SAT shall state the reason for the price increase and the calculation of the increase.

c) An increase in price of more than 8% gives the client the right to cancel the tour contract without payment of a cancellation fee.

d) If a reduction in the above costs occurs between the conclusion of the tour contract and the start of the tour, the client is entitled to a price reduction. If the exchange rate decreases by more than 10%, the price of the tour will be converted at the current rate and the price adjusted, but no later than at the time of issuing the supplementary invoice. In the event of a price reduction, SAT is entitled to deduct the actual administrative costs from the amount to be refunded to the client. SAT is obliged to provide evidence of these actual administrative costs at the Client's request.

8.18 If SAT is obliged to change the terms of the school trip contract for objective reasons before the start of the school trip, SAT may propose to the client to amend the school trip contract.

If the proposed change to the school trip contract also results in a change to the price of the school trip, the new price must be stated in the proposal. If SAT proposes a change to the School Tour Contract for the reasons set out above, the Client has the right to decide whether to accept the change to the School Tour Contract or to withdraw from the School Tour Contract. The client may withdraw from the school trip contract within 5 days of receiving the proposal to amend the school trip contract. If the client does not exercise the right to withdraw from the school trip contract within the time limit, the client is deemed to have agreed to the amendment of the school trip contract. If the amendment to the school trip contract leads to an increase in the price of the school trip, the client is obliged to pay the difference in the price of the school trip to SAT within the time limit specified in the proposal for amendment of the school trip contract. In the event of a breach of this obligation, SAT has the right to withdraw from the school trip contract.

8.19 SAT reserves the right to make operational changes to the school trip programme and services provided during the course of the trip if it is not possible for objective reasons to ensure that the originally agreed programme and services are maintained. In this case, SAT is obliged to provide, as far as possible, services identical or close to those agreed in the school trip contract. Cancellation of a part of a school trip or an individual services in the school tour program for reasons beyond SAT's control are not grounds for the client to withdraw from the tour contract.

8.20 The client has the right to request a change in the conditions of the school trip. If the requested change is possible, SAT shall be entitled to reimbursement of any costs it incurs in arranging such change.

#### CANCELLATION POLICY

##### School bus tours

8.21 The client is entitled to cancel a non-binding order or school trip reservation without cancellation fees until the deposit is paid and the school trip contract is signed. After signing the school trip contract and paying the deposit or the full contractual price of the school trip, the client can only withdraw from the contract under the specified cancellation conditions.

8.22 In the event of withdrawal from or cancellation of the school

trip contract, SAT is entitled to cancellation fees. The amount of cancellation fees is for each person:

- a) more than 6 weeks before departure  
tour 10% of the price
- b) 6 weeks - 30 days before departure  
tour 25% of the price
- c) 29 - 7 days before departure  
tour 75% of the price
- d) 6 days or less before departure 100% of the tour price

8.23 The withdrawal must be made in writing and signed by the client or the specific participant of the school trip and sent to SAT without undue delay. The date of delivery of the withdrawal to SAT is decisive for the determination of the amount of cancellation fees.

8.24 Cancellation fees are not charged if the client provides substitutes for the cancelled persons.

8.25 The client is obliged to pay the cancellation fee in the appropriate amount even if the traveller does not join the school trip for reasons on his/her side or due to incorrect information provided for the purpose of arranging the school trip SAT.

#### Air Groups

8.26 In the event that air transport is provided as part of the school trip, cancellation is subject to the cancellation conditions set by the airline. SAT will inform the client of these conditions in the information package that each participant of the school trip receives. These cancellation conditions are part of the contract for the respective school trip.

8.27 SAT, as the tour operator, is entitled to cancel the school tour and individual services before the commencement of their use if it cannot comply with the terms of the school tour contract for objective reasons.

8.28 The client acknowledges that the condition for the realization of the school trip is the fulfillment of its capacity, i.e. at least 45 fully paying persons. In the event that the school trip does not fill up, the organizer of the school trip may change the type of school trip to an adequate substitute, unless it decides to proceed according to Article 8.4 of the GTC. If the client is provided with an adequate substitute for the school trip, he/she is not entitled to withdraw from the school trip contract, refund the school trip price or any part thereof.

8.29 SAT also has the right to cancel a school trip or individual services as a result of an unavoidable event which it could not have prevented even if it had made all reasonable efforts to require SAT to do so.

8.30 If SAT cancels a school trip or individual services provided and organised by SAT, the client has the right to demand that SAT provide a replacement school trip or individual services of at least the same quality as the original school trip contract on the basis of a new school trip contract, if SAT can offer such a school trip or individual services. This does not apply in the event of cancellation due to the school trip not reaching capacity. If in such a case a new school trip contract is not concluded, SAT shall be obliged to reimburse the client without undue delay all that he/she has paid under the cancelled school trip contract, without the client being obliged to pay SAT any compensation. If a new School Tour Contract is concluded, payments made under the original School Tour Contract shall be deemed to be payments under the new School Tour Contract.

8.31 If SAT and the client agree on an alternative school trip, SAT has no right to increase the price, even if the alternative school trip is of a higher quality. If the replacement tour is of a lower quality, SAT will pay the difference in price to the client without undue delay.

8.32 If the price of the new school trip or individual services is lower than the payments already made, SAT is obliged to refund the difference to the client without undue delay. The same procedure shall apply if the client withdraws from the school trip contract due to a change in the terms and conditions of the school trip to which he/she does not agree.

8.33 In the event that defects in the school trip are found in

contradiction to the contract or these GTC, the client has the right to claim the school trip. The complaint is submitted by the student through the teacher to the SAT representative accompanying the group. Complaints about services provided by foreign partners (accommodation, meals, tuition) must be submitted before the end of the service provided in order to establish the factual validity of the complaint so that a remedy can be negotiated on the spot. If the client does not file a complaint during the school trip, it is assumed that the school trip did not show any defects. The client acknowledges that any complaints made by the client about the school trip or the additional services after the school trip have been completed are irrelevant.

8.34 Complaints about the services provided by the Czech party (transport, guide) can be filed at any time until the return to the Czech Republic/Republic. The SAT representative will draw up a record of the complaint and its resolution. The client has the right to negotiate a remedy, if the defect cannot be effectively eliminated or compensated, this record becomes the basis for granting a price reduction according to the extent and duration of the defect of the school trip. This discount is granted together with the resolution of the complaint within the statutory period of one month after the end of the tour. The complaint must be submitted without delay so that a remedy can be agreed on the spot. The client may make a claim concerning the return journey after the end of the stay in accordance with the terms and conditions of the relevant carrier, otherwise without undue delay, at the latest within six months after the end of the journey.

#### **9. Prague Airport parking conditions**

9.1. SAT offers its clients the possibility to arrange a parking space in the parking lot of GO parking s.r.o., ID No.: 28980158, VAT No.: CZ28980158, with registered office at Prague 8, Sokolovská 394/17, Postal Code 186 00 (hereinafter referred to as the "Parking Operator").

9.2. GO PARKING is a service that consists in offering parking of motor vehicles in a parking lot located on the outskirts of the village of Tuchoměřice, at Ke Kopanině 406, 252 67 Tuchoměřice, located approximately 2 km from the departure hall of Terminal North of the Václav Havel Airport Prague (hereinafter referred to as "Parking Lot") with secured transportation of Clients and their luggage from the Parking Lot to the departure hall of Terminal North of the Airport and back (hereinafter referred to as "Parking services"). The car park is guarded.

9.3. SAT acts in the relationship between the operator of the car park and the client as an intermediary. Upon conclusion of the contract, the rights and obligations of the client and the Parking Operator arise, unless otherwise stated. This relationship is governed by the Parking Operator's GTC. When using the Parking Lot, the Parking Lot and GO PARKING Service Operating Rules issued by the Parking Lot Operator and published on the Parking Lot Operator's website ([www.goparking.cz](http://www.goparking.cz)) shall apply in addition to these Terms and Conditions.

9.4. A parking cheque is a unique document containing a unique barcode, allowing the Client a single entry and exit to and from the Car Park. The Parking Cheque will be used by the Client to prove entitlement to the provision of the Parking Service by the Car Park Operator. The Client is obliged to print out the Parking Cheque with the barcode on a clean sheet of uncoloured A4 paper and store it in such a way as to prevent it from being crumpled or defaced. The parking cheque shall contain the following information:

- a) parking period - means the period of time, calculated in days, for which the Client has reserved parking in the Parking Lot. A day means consecutive 24 hours,
- b) validity of the Parking Voucher - means the period during which the Parking Period can be redeemed.

9.5. The Client may place an order for Parking Services

- a) by electronic on-line booking on the website [www.studentagency.cz](http://www.studentagency.cz) or
- b) by phone or e-mail or
- c) in person at the SAT office.

9.6. By ordering Parking Services, the Client unconditionally agrees to these GTC. The parking cheque is handed over to the Client upon payment of the parking fee, namely:

- a) electronically to the e-mail address provided by the Client when reservation,
- b) in person at the SAT office.

In the case of a purchase via the [www.dovolena.cz](http://www.dovolena.cz) portal, the client will be given the parking cheque at the latest with the check-in of the tour, the so-called Tour Instructions.

The date of payment is governed by clause 1.10. of the GTC. SAT is obliged to hand over or send the Parking Cheque to the Client no later than the next working day after the conclusion of the contract. By paying the price of the Parking Services, the Client confirms that SAT has provided him/her with all the necessary information, including cancellation and complaint conditions. If the Client pays the price of the Parking Fee in a non-cash manner and collects the Parking Cheque in person at SAT's premises, the Client is obliged to provide proof of identity upon request to prove that he/she is the person who ordered the Parking Services.

9.7. The parking lot operator is obliged to assign a parking space to a Client who presents a valid Parking Check. The parking cheque is transferable. A person who has not concluded the Agreement and to whom a valid Parking Cheque has been handed over is subject to the same rights and obligations as the Client.

9.8. The Client acknowledges that until the price of the Parking Services is paid, the order confirmation is not binding and the price of the Parking Services may be changed.

#### 9.9. Order cancellation

Cancellation is free of charge if the cheque has not yet been issued and handed over to the client. Cancellation and change of cheque is subject to Goparking's terms and conditions published on the car park operator's website [www.goparking.cz](http://www.goparking.cz).

#### 9.10. Using a parking cheque

When entering the Parking Lot, the Client shall present a valid Parking Check with a printed bar code. Upon verification of this code by a reader or an employee of the Parking Operator, the Client will be allowed to enter the Parking Lot. In the event of reasonable doubt by the Parking Operator as to the validity or authenticity of the Parking Cheque, the Client will not be permitted to enter the Parking Lot.

When leaving the Parking Lot, the Client shall again present the same Parking Check. After it has been verified by the reading device or an employee of the Operator, the Client will be allowed to leave the Parking Lot. In the event that the Client leaves the vehicle in the Parking Lot for a period longer than the Parking Period specified in the Parking Services Order (and the Parking Check), and which corresponds to the price paid, the Client shall pay the difference between the price paid and the final bill in cash on the spot.

If the Client leaves the Car Park with the vehicle before the expiry of the Parking Period for which he/she has booked the Parking Services, a final settlement of the Parking Services will be made and the Parking Voucher will no longer be valid. In such event, the Client will not be allowed to return to the Parking Lot using the existing Parking Voucher, notwithstanding that the Parking Period stated on the Parking Voucher has not yet expired. Client shall not be entitled to a refund of any overpayment of unused Parking Services.

9.11. SAT is only responsible for the fulfilment of its obligations related to the conclusion of the brokerage agreement, i.e. in particular for:

- a) proper and timely notification to the Parking Operator that the contract has been concluded,
- b) proper and timely issuance of the Parking Check and its delivery client,
- c) proper and timely remittance of the price of Parking Services to the account of the Parking Operator.

9.12. The Client is obliged to:

- a) provide SAT in writing with your valid contact details, in particular an email address for sending the Parking Cheque,
- b) check the accuracy of the Parking Time on the order and on the Parking Voucher,
- c) to familiarize themselves with the operating rules of the Car Park and to comply with these conditions.

9.13. The Client acknowledges that claims for Parking Services can only be made in the manner specified in the terms and conditions of the Parking Operator. SAT is not authorized to handle any complaints regarding the Parking Services.

9.14. In the event that the Client makes a complaint via SAT, SAT will forward the complaint to the Car Park Operator for processing and further inform the Client about the progress and outcome of the complaint. The Client acknowledges that in this case the Client shall not have any claims against SAT, which shall only assist the Client in the complaint procedure. The Client further acknowledges that even if the complaint is forwarded to the Car Park Operator via SAT, the

complaint falls exclusively within the competence of the Car Park Operator and SAT cannot influence the time for processing the complaint or its outcome.

9.15. SAT shall only be entitled to provide any refunds in accordance with the applicable terms and conditions of the carrier.

## 10. Airport parking conditions at European airports

10.1 SAT offers clients the possibility to arrange parking spaces in car parks at selected European airports (Vienna, Zurich, Munich, Cologne, Hannover, Hamburg, Frankfurt and others [www.park.aero/en](http://www.park.aero/en)) or to purchase a parking (prepaid) card to pay for parking on the spot at a discounted price.

10.2 A parking voucher is a unique document issued in the form of an electronic voucher for a specific date.

10.3 The Client acknowledges that the order confirmation is not binding until the price of the parking services is paid and the price may be changed.

10.4 After payment of the price of parking services and handing over the parking cheque to the client, in case of cancellation of the order, the paid amount is refundable according to the conditions of the individual parking operators. These conditions are published during the online ordering process.

10.5 SAT acts as an intermediary in the relationship between the Car Park Operator and the Client. Upon conclusion of the contract, the rights and obligations of the client and the Parking Operator arise, unless otherwise stated. When using the Parking Lot, the Operating Regulations of the Parking Lot and PARK AERO services issued by the Parking Lot Operator and published on the Parking Lot Operator's website ([www.park.aero/en](http://www.park.aero/en)) shall apply beyond these Terms and Conditions.

The broker is entitled to a commission for the brokerage and cancellation of the parking cheque according to the valid price list <https://www.studentagency.cz/letenky/dulezite-information/price-for-services/index.html>

## 11. Terms and conditions for the provision of linked travel services

### United Travel Services

11.1. SAT provides the client with travel services within the meaning of Section 1c of Act No. 159/1999 Coll., on certain conditions of business in the field of tourism, when:

- the client selects and pays for one travel service during one visit or one contact with SAT via SAT and then selects and pays for another travel service or services again via SAT for the same trip or stay; or
- the client concludes a contract for the provision of a tourism service through SAT and, within 24 hours of receiving confirmation of the purchase of the first service, concludes a contract for the provision of another tourism service for the same trip or stay, based on targeted SAT activity.

11.2. SAT is obliged to provide the client with all the information it receives from the provider of the tourism services included in the linked travel services in connection with arranging the linked travel services.

11.3. The general terms and conditions of the provider shall apply to the formation of the individual contracts included in the linked travel services, their duration and the rights and obligations of the client and the individual provider. For the mediation of individual contracts, the relevant clauses of these GTC governing the mediation of individual travel services shall apply, with the exceptions set out in clause 11.

### Form

11.4. Prior to arranging linked travel services, the SAT is obliged to provide the client with the relevant form according to Decree No.122/2018 Coll., on specimen forms for individual types of tours and linked travel services, which lists the most important rights of the client when arranging linked travel services.

### Liability for defects and damages

11.5. SAT is not a party to the contracts for the provision of the individual travel services included in the linked travel services and therefore has no obligations under the brokered contracts. In particular, SAT shall not be liable for any defects in the travel services arranged or for damages incurred. SAT is not obliged to

accept complaints concerning defects in individual travel services. SAT's liability is limited to the mediation of the associated travel services and does not extend to the provision of such services. The client's rights and obligations under the individual contracts are governed by the contracts with the individual providers or their general terms and conditions.

#### Bankruptcy insurance

11.6. SAT has taken out bankruptcy guarantee insurance for all payments received from the client and for the repatriation of the client if it is responsible for the transport.

# Attachments

**Withdrawal form**

**Complaint form**



**1. Withdrawal form**

Sample form for withdrawal from a distance contract (fill in this form and send it back only if you want to withdraw from the contract)

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## **Notice of withdrawal (\*)**

**Addressee:**

STUDENT AGENCY TRAVEL k.s.

Square. Svobody 86/17

602 00 Brno

ID: 081 20 803

E-mail:

Phone:

I/We hereby notify (\*) that I/We hereby withdraw(\*) from the contract for the provision of services  
\_\_\_\_\_ dated \_\_\_\_\_.

**Date of order:**

**Name and surname of the client/clients:**

**Address of the client/clients:**

Signature of client/clients

Date

*(\*) Delete where not applicable or fill in the data.*

## 2. Complaint form

Sample form for filing a claim concluded by distance method (fill in this form and send it back only if you want to file a claim)

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# Complaint form

**Addressee:**

STUDENT AGENCY TRAVEL k.s.

Square. Svobody 86/17

602 00 Brno

ID: 081 20 803

**Customer/customer:**

**Destinations:**

**Address:**

**Deadline:**

**E-mail:**

**Hotel:**

**Phone:**

**Meals:**

**Reservation number/invoice number:**

**Complaint Description:**

Signature of client/clients

Date