GENERAL TERMS AND CONDITIONS

for package travel contracts and stand-alone travel services

Kiteseason s.r.o. | updated as of 10 May 2026

Purpose of this document
These General Terms and Conditions govern the rights and obligations of the travel agency/organiser Kiteseason s.r.o. and the Customer when concluding and performing a package travel contract and, as appropriate, a contract for a stand-alone travel service. Specific information relating to each package is always stated in the price offer, the contract / package confirmation and the travel instructions.

Document	Purpose
Price offer / calculation	Specific destination, date, scope of services, price, payment terms and individual conditions of the package.
Package Travel Information	General information on customer rights before entering into a package travel contract.
Contract / package confirmation	Confirmation of the binding scope of services and price agreed.
GTC	General contractual rules applicable to packages and, as appropriate, to stand-alone travel services.
Travel instructions	Practical pre-departure information, emergency contacts, accommodation, transport, sports and destination-specific recommendations.

1) Introductory provisions

1.1. These General Terms and Conditions (hereinafter the "GTC") of the travel agency/organiser Kiteseason s.r.o., Company ID No.: 01397982, with its registered office at Mlýnská 326/13, 602 00 Brno, Czech Republic, registered in the Commercial Register maintained by the Regional Court in Brno, Section C, File No. 77903 (hereinafter the "Organiser"), apply to packages organised by the Organiser and form an integral part of the package travel contract concluded between the Customer and the Organiser.

1.2. These GTC also apply, as appropriate, to contracts for the provision of stand-alone travel services, unless the nature of the service, the applicable legal regulation or these GTC indicate that the relevant provision applies exclusively to a package.

1.3. Before the Customer makes a binding order or before the contract is concluded, the Organiser informs the Customer whether the services constitute a package or a stand-alone travel service. In the case of a package, the Organiser provides the Customer with the relevant standard information form / Package Travel Information document and a specific price offer containing essential information under Act No. 159/1999 Coll.

1.4. The contractual relationship is governed in particular by the contract, the price offer, the package confirmation, these GTC, the Package Travel Information document, the travel instructions, the personal data processing policy, the relevant insurance terms and conditions, Act No. 89/2012 Coll., the Civil Code, Act No. 159/1999 Coll., Act No. 634/1992 Coll., on Consumer Protection, and other effective legal regulations.

1.5. The Organiser offers its travel services primarily on the website www.kite-season.com.

1.6. By concluding the contract, the Customer confirms that they have read, understand and agree to these GTC, also on behalf of the persons for whom they conclude the contract or whom they register for the package.

1.7. The wording of the GTC may change over time. Rights and obligations arising from the contract are governed by the wording of the GTC effective at the time the contract is concluded, unless a legal regulation provides otherwise.

2) Contractual relationship and conclusion of the contract

2.1. Packages and travel services presented on the Organiser's website are for information purposes only and do not constitute an offer to enter into a contract within the meaning of Section 1732(2) of the Czech Civil Code.

2.2. Based on the Customer's enquiry, the Organiser sends the Customer a price offer / calculation. In the case of a package, this offer, together with the Package Travel Information document, contains or supplements essential information on the package, in

particular the destination, date, scope of services, transport, accommodation, catering, price, payment terms and other individual conditions.

2.3. The Customer sends the Organiser a binding order. Information provided by the Customer in the order is deemed by the Organiser to be correct and complete. The Customer is obliged to inform the Organiser without delay of any change. Upon delivery of the binding order to the Organiser, the contract is concluded and becomes binding on both parties, unless the offer or confirmation provides otherwise.

2.4. If the Customer concludes the contract for several persons, they declare that they are authorised to do so. The Customer is responsible for forwarding these GTC to the other participants, for providing their correct details and for fulfilling payment obligations as a joint debtor.

2.5. The Organiser sends the Customer confirmation of conclusion of the contract and the relevant annexes without undue delay, usually within 5 working days of receipt of the binding order. In the case of a package travel contract, the Organiser also provides the Customer with proof of protection in the event of insolvency, unless this has already been provided earlier.

2.6. If the information in the package travel contract and the package confirmation differs, the Customer may rely on the information that is more favourable to them, unless the change was made in accordance with the law and these GTC.

2.7. Contractual documentation is archived electronically and is not accessible to third parties, except in cases provided for by legal regulations or where necessary for the performance of the contract.

3) Price of the package or service

3.1. The package price means the price agreed in the contract, price offer or package confirmation. The price includes VAT if applicable under legal regulations. Unless expressly stated as included in the price, the price does not include, in particular, visa fees, travel insurance, optional services, local charges, sports equipment, flight tickets, transport, transfers or other services.

3.2. The Organiser may unilaterally increase the package price only in cases permitted by law, in particular in the event of a change in transport costs resulting from fuel prices or other energy sources, a change in taxes and third-party charges, or a change in the exchange rate used to calculate the package price, and only if this possibility is agreed in the contract.

3.3. Notice of a price increase must be delivered to the Customer clearly, understandably and with justification no later than 20 days before the start of the package. A later notified price increase has no legal effect. If the price increase exceeds 8% of the package price, the Customer may withdraw from the contract.

3.4. If the Organiser reserves the right to increase the price, the Customer is entitled to a corresponding price reduction if the relevant costs decrease. The Organiser may deduct actual administrative costs, which it will document at the Customer's request.

3.5. The price of newly concluded contracts may differ from prices previously published on the website or prices provided to other customers. The decisive price is the price stated in the specific price offer or package confirmation. Discounts announced after the contract has been concluded do not create a right to an additional reduction of the agreed price.

3.6. For services and prices linked to age, the Customer's age on the date of completion of the last service is decisive, unless stated otherwise in the offer.

4) Payment terms

4.1. The price may be paid primarily by bank transfer to the Organiser's bank account, or by another method stated in the price offer or confirmation. Payment may be agreed in CZK or EUR.

4.2. The Organiser is entitled to receive payment of the price before the services are provided. The Customer's right to participate in the package arises only after proper and timely payment of the deposit and balance under the agreed terms.

4.3. Unless stated otherwise in the price offer, the Customer pays a deposit of 50% of the package price or the full package price within 10 working days of conclusion of the contract. The balance is due no later than 30 days before the start of the package.

4.4. If the contractual relationship arises less than 30 days before the start of the package, the Customer is obliged to pay 100% of the package price, unless otherwise agreed.

4.5. The payment date is the date on which the amount is credited to the Organiser's bank account. If the price, deposit or balance is not paid on time, the Organiser is entitled to withdraw from the contract. This does not affect the Organiser's right to compensation for damage and to a withdrawal charge / cancellation fee.

4.6. The Customer agrees to the issue and sending of tax documents in electronic form.

5) Changes to agreed services

5.1. Before the start of the package, the Organiser may make an insignificant change to the contract if it has reserved this right and informs the Customer of the change clearly and understandably in textual form. The overall scope and quality of the services must be preserved.

5.2. If external circumstances force the Organiser to substantially change one of the main characteristics of the package, if the Organiser cannot fulfil a special request of the Customer that it accepted, or if the price is to be increased by more than 8%, the Organiser informs the Customer of the proposed change, its effect on the price and the time limit for response. The Customer may accept the change or withdraw from the contract without a withdrawal charge.

5.3. During the package, the Organiser may operationally adjust the programme or order of services if required by circumstances, safety, weather, transport situation, decisions of authorities or other reasons beyond the Organiser's control. In such a case, the Organiser endeavours to provide a substitute programme or service corresponding to the original purpose of the package.

5.4. Sports activities, especially kiteboarding, courses, training, equipment rental or rescue services, may be limited, postponed or cancelled due to weather, safety conditions, sea/wind conditions, instructions of local authorities or the decision of the programme leader or instructor. Such a change does not give rise to a claim for compensation if the Organiser provides a reasonable substitute solution or if it was objectively impossible to provide the service safely.

5.5. Special requests of the Customer, such as a specific room, view, floor, accommodation of persons together or transport time, are binding only if expressly confirmed by the Organiser as part of the contract.

5.6. The Organiser's representative, guide, instructor or programme leader may, for safety or organisational reasons, restrict the Customer's participation in the programme or exclude the Customer from the programme or package if the Customer materially breaches the contract, instructions, legal regulations or accommodation rules, endangers themselves or others, is under the influence of alcohol or addictive substances, behaves aggressively or disrupts the course of the package. Costs arising as a result of such conduct are borne by the Customer.

6) Withdrawal from the contract and cancellation terms

6.1. Before the start of the package, the Organiser may withdraw from the contract due to cancellation of the package, failure to reach the minimum number of participants stated in the contract or price offer, unavoidable and extraordinary circumstances, or breach of obligations by the Customer.

6.2. If the reason for cancellation is failure to reach the minimum number of participants, the Organiser notifies the Customer of cancellation no later than 20 days before the start of the package for trips lasting more than 6 days, 7 days before the start of the package for trips lasting 2 to 6 days, and 48 hours before the start of the package for trips lasting less than 2 days.

6.3. In the event of unavoidable and extraordinary circumstances occurring at the destination or in its immediate vicinity, the Organiser assesses their impact on the possibility of properly and safely providing the package. If the statutory conditions are met, the Organiser proceeds in accordance with the law and the contractual terms.

6.4. If the Organiser withdraws from the contract due to cancellation of the package before its start and is not entitled to a withdrawal charge or compensation for damage, it refunds the Customer's payments for the package without undue delay, no later than within the period stipulated by legal regulations.

6.5. The Customer always has the right to withdraw from the contract before the start of the package. Unless the reason for withdrawal is a breach of obligation by the Organiser, a substantial change to the package or another statutory right to withdraw without a withdrawal charge, the Customer must pay the Organiser a reasonable and justified withdrawal charge / cancellation fee.

Time of withdrawal before the start of the package	Amount of cancellation fee / withdrawal charge
more than 61 days before the start of the package	CZK 1,500
60 to 46 days before the start of the package	25% of the package price
45 to 31 days before the start of the package	50% of the package price
30 to 15 days before the start of the package	75% of the package price
14 to 8 days before the start of the package	90% of the package price
less than 7 days before the start of the package	100% of the total package price

6.6. For services with individual cancellation terms of suppliers, in particular flight tickets, insurance, accommodation, transport, transfers, courses, equipment rental or other pre-booked services, the actual costs incurred by the Organiser may be taken into account in accordance with the contract, price offer or GTC. Such costs may be included in the withdrawal charge or charged according to the actual costs incurred if they were communicated to the Customer or result from the nature of the agreed service.

6.7. If the Customer does not join the package without prior withdrawal or does not participate in the package for reasons on the Customer's side, for example by missing departure, providing incorrect information, failing to provide travel documents, or breaching passport, visa, customs, health or other regulations, this is treated as withdrawal on the day of the start of the package and the Organiser is entitled to a withdrawal charge of 100% of the price of the affected services.

6.8. The Customer is not entitled to a refund for services not used for reasons on the Customer's side if the Organiser duly arranged the agreed services.

6.9. The Organiser is entitled to set off its claim to the withdrawal charge / cancellation fee and actual costs incurred against the Customer's claim for a refund of payments made.

7) Changes to the contract at the Customer's request

7.1. The Customer may transfer the package travel contract to another person who meets the conditions for participation. The notice must be delivered to the Organiser in textual form no later than 7 days before the start of the package, unless a shorter period is agreed. The notice must include the new customer's consent to the contract and the GTC.

7.2. The original and new Customer are jointly and severally liable for payment of the package price and for reimbursement of the actual costs incurred in connection with the transfer of the contract. For flight tickets and other services, a change of person may be restricted or excluded by supplier conditions.

7.3. If the Customer requests a change of date, place, accommodation, programme, number of persons or other changes to the contract, the Organiser will make the change only if possible. The Customer is obliged to pay the actual costs incurred and any change fee stated in the price offer or confirmation.

7.4. If the change is not possible or is requested at a time when carrying it out would effectively mean cancellation of the original services, the request may be treated as the Customer's withdrawal from the contract, giving rise to the Organiser's claim to a withdrawal charge under Article 6.

8) Travel documents, visas, health and other regulations

8.1. Before the contract is concluded, the Organiser informs the Customer of passport and visa requirements, approximate processing times and required health documents for travel and stay in the destination country, where relevant for the given package.

8.2. The Customer is responsible for the validity and accuracy of their travel documents, visas, permits, health documents and other documents required for the destination country and transit countries. This also applies to Customers using their own transport.

8.3. If the Customer is unable to participate in the package or is denied entry into a country for reasons on the Customer's side, the situation is treated similarly to withdrawal on the day of the start of the package. Costs of return, substitute transport, accommodation or other services are borne by the Customer.

8.4. The Customer is obliged to comply with the legal regulations of the Czech Republic, the destination country and transit countries, and with the instructions of carriers, accommodation providers, instructors, guides and local authorities.

9) Customer obligations and participation rules

9.1. The Customer is obliged to provide the Organiser with complete, correct and truthful information necessary for the conclusion and performance of the contract, in particular personal data of participants, contact details, data for flight tickets, accommodation, insurance, sports programme and other agreed services.

9.2. The Customer is obliged to familiarise themselves with the scope and difficulty of the package, assess their own health condition, physical fitness, experience, knowledge and equipment, and participate in the programme only to the extent they can safely manage.

9.3. For sports activities, the Customer is obliged to follow safety instructions, use appropriate equipment and not participate in the programme under the influence of alcohol, narcotic or psychotropic substances. The programme leader or instructor may exclude the Customer from an activity for safety reasons.

9.4. The Customer is obliged to refrain from conduct that could endanger, harm or restrict other participants, the Organiser, suppliers or third parties, and is obliged to compensate any damage they cause.

9.5. Persons under 15 years of age may participate in the package only when accompanied by a person over 18 years of age or with the consent of their legal representative. Persons aged 15 to 18 may participate in the package only with the consent of their legal representative, unless stricter rules are stated in the offer.

10) Obligations of the Organiser and assistance in difficulty

10.1. The Organiser is obliged to provide the Customer with the agreed services in the scope and quality set out in the contract, price offer, package confirmation and these GTC.

10.2. No later than before the start of the package, the Organiser provides the Customer with the necessary information and instructions for the implementation of the package, in particular emergency contact details, the place and time of departure or arrival, and details concerning accommodation, transport and other services, unless already provided earlier.

10.3. If the Customer finds themselves in difficulty, the Organiser provides appropriate assistance without undue delay, in particular by providing information on health services, local authorities and consular assistance, facilitating remote communication and helping to find alternative travel arrangements. If the Customer caused the difficulty themselves, the Organiser may require reimbursement of the reasonably incurred actual costs.

10.4. If, due to unavoidable and extraordinary circumstances, the Customer's return cannot be ensured under the contract, the Organiser bears the costs of necessary accommodation for the Customer, if possible in an equivalent category, for a maximum of three nights. This limitation does not apply in cases provided for by EU legal regulations, in particular to persons with reduced mobility,

persons accompanying them, pregnant women, unaccompanied minors or persons requiring special medical assistance, provided that the special needs were notified to the Organiser at least 48 hours before the start of the package.

11) Insurance

11.1. The Organiser maintains protection in the event of insolvency within the meaning of Act No. 159/1999 Coll. throughout its activities. This protection applies to packages within the scope laid down by legal regulations.

Area	Details
Travel agency / organiser	Kiteseason s.r.o., Company ID No.: 01397982, Mlýnská 326/13, 602 00 Brno, Czech Republic
Insolvency protection	guarantee insurance
Insurer	UNIQA pojišťovna, a.s., Evropská 136/810, 160 12 Praha 6, Czech Republic, Company ID No.: 49240480
UNIQA contact	helpline: +420 488 125 125, e-mail for travel agencies: cestovni@uniqa.cz

11.2. If the Organiser becomes insolvent, the Customer is entitled to performance in the cases and to the extent stipulated by law, in particular to a refund of the deposit or package price if the package does not take place, a refund of the difference between the price paid and the price of the partially provided package, and, where applicable, repatriation if transport is part of the package.

11.3. The Organiser recommends that the Customer take out travel insurance covering in particular medical expenses, liability, accident, baggage, cancellation of the package and repatriation. For international packages and sports activities, the Customer is obliged to have adequate medical expenses and repatriation insurance, unless arranged directly through the Organiser as part of the package or as an additional service.

11.4. The Customer's insurance is a separate contractual relationship between the Customer and the relevant insurance company, unless expressly stated otherwise.

11.5. For a stand-alone travel service, the Organiser's mandatory insolvency protection does not apply unless a legal regulation provides otherwise.

12) Complaints, defects of the package and compensation for damage or non-material harm

12.1. The Organiser, as the package organiser, is responsible for the proper provision of all travel services included in the package travel contract. If the package does not have the qualities that the Customer was assured of, that were agreed, or that the Customer could reasonably expect given the offer and the circumstances, the package has a defect.

12.2. The Customer is obliged to notify the Organiser of a defect without undue delay after discovering it, preferably during the package through the Organiser's representative, so that remedy can be arranged. A complaint may also be filed with the Organiser at Kiteseason s.r.o., Mlýnská 326/13, 602 00 Brno, Czech Republic, or by e-mail at info@kiteseason.cz.

12.3. The Organiser or an authorised employee decides on a complaint immediately, or in complex cases within three working days; the time reasonably necessary for expert assessment of the defect is not included in this period. The complaint, including removal of the defect, will be handled without undue delay, no later than 30 days from the date of filing, unless the Organiser and the Customer agree on a longer period.

12.4. The Organiser issues the Customer with a written/textual confirmation of the filing and handling of the complaint, including the filing date, content of the complaint, requested method of handling, date and method of handling, or reasons for rejection.

12.5. If remedy is possible and does not involve disproportionate costs, the Organiser will remedy the defect. In the case of a substantial defect, the Organiser will offer the Customer a suitable substitute solution of the same or higher quality at no additional cost, or a lower-quality solution with a reasonable price reduction.

12.6. If the Organiser does not remedy the defect within a reasonable period set by the Customer, the Customer may arrange remedy themselves and claim reimbursement of reasonably incurred costs. No period needs to be set if the Organiser refuses remedy or if immediate remedy is necessary.

12.7. In the case of a timely and justified complaint, the Customer is entitled to a reasonable price reduction. If the Customer notified a defect that the Organiser did not remedy, the Customer may also be entitled to compensation for damage and, in cases provided by law, to compensation for non-material harm caused by disruption of the holiday.

12.8. The extent of compensation for non-material harm is limited to three times the total package price, where permitted by legal regulations. This limitation does not apply to personal injury or to harm caused intentionally or by gross negligence, where the law provides otherwise.

12.9. The extent of compensation for damage may also be limited by international treaties or legal regulations governing carrier liability. In air transport, complaints concerning loss, damage or delayed delivery of baggage and other claims against the carrier must be asserted directly with the air carrier; the Organiser will provide reasonable assistance to the Customer.

12.10. The Organiser is not responsible for the standard, price, safety or damage related to services that are not agreed in the contract and that the Customer orders directly from third parties outside the package.

13) General customer notices

13.1. The first and last day of the package may be intended mainly for transport, arrival, check-in, handover of accommodation or departure, if this corresponds to the nature of the package. Such days do not necessarily represent full programme days.

13.2. The classification, equipment and standard of accommodation facilities may differ from the usual standards in the Czech Republic in individual countries. The Customer is obliged to comply with accommodation rules and the instructions of the accommodation provider.

13.3. The accommodation provider, guide or accommodation manager may require a refundable deposit, especially for apartments, sports stays or equipment rental. The deposit will be refunded if the Customer returns the accommodation or equipment properly and without damage.

13.4. In some destinations there may be local restrictions on the supply of water, electricity, internet, heating, air conditioning or other services. If this is not a breach of the Organiser's obligation and the Organiser had no possibility to influence the situation, such restriction does not in itself give rise to a claim for compensation.

13.5. Transport delays, changes in flight times, traffic restrictions, weather, strikes, decisions of authorities or other circumstances beyond the Organiser's control may affect the timing of the package. When planning connecting journeys, work or other commitments, the Customer is obliged to take possible delays into account.

13.6. Accompanying, sports, optional or seasonal services may be limited for operational, safety, climatic or other objective reasons. In such a case, the Organiser proceeds in accordance with the contract, offer, these GTC and the possibilities of the specific destination.

13.7. The Organiser recommends that the Customer not take valuables, expensive jewellery or items that are not necessary for participation in the package. The Organiser is liable for the Customer's belongings only to the extent provided by legal regulations.

13.8. Specific recommendations for the destination, including information on drinking water, hygiene, insects, weather, local customs, equipment, transport and sports conditions, may be stated in the price offer, travel instructions or other documents provided to the Customer.

14) Personal data processing

14.1. The processing of personal data of customers and other participants is governed by the personal data processing and protection policy of Kiteseason s.r.o., available on the Organiser's website. Personal data is processed in particular for the purpose of contract negotiations, performance of the contract, fulfilment of the Organiser's legal obligations, protection of legal claims and, where necessary, also on the basis of the data subject's consent.

15) Stand-alone travel services

15.1. A travel service within the meaning of Act No. 159/1999 Coll. includes in particular the transport of customers, accommodation that is not part of transport and is intended for temporary accommodation, rental of cars, other motor vehicles or motorcycles, or another tourism-related service, such as a sports service.

15.2. If the Organiser offers only one travel service, or a combination that does not meet the statutory criteria for a package, it is not a package. As a rule, it is also not a package if the Customer purchases another travel service only after committing to pay for the first service, or only after beginning to use the accommodation service, unless the law provides otherwise.

15.3. If the Customer enters into a contract for a stand-alone travel service and not a package travel contract, the Customer is not entitled to the rights granted by law only to customers who purchase a package. The Organiser is responsible for providing the agreed stand-alone service; however, payments for such service are not insured in the event of the Organiser's insolvency, unless a legal regulation provides otherwise.

16) Final provisions

16.1. These GTC replace the Organiser's previous general terms and conditions. Contracts already concluded are governed by the wording of the GTC effective at the time the contract was concluded, unless the parties agree otherwise or a legal regulation provides otherwise.

16.2. The invalidity or ineffectiveness of any provision of these GTC does not affect the validity and effectiveness of the remaining provisions. An invalid or ineffective provision will be replaced by a provision that most closely reflects the purpose of the original intention and complies with legal regulations.

16.3. A Customer who is a consumer has the right to out-of-court resolution of a consumer dispute arising from the contract. The competent authority is the Czech Trade Inspection Authority, Štěpánská 15, 120 00 Prague 2, Czech Republic, tel.: +420 296 366 360, www.coi.cz. The proposal may be submitted no later than 1 year from the date on which the Customer first asserted the right that is the subject of the dispute with the Organiser.

16.4. These General Terms and Conditions are updated as of 10 May 2026 and enter into validity and effect on 10 May 2026.