

# GENERAL TERMS AND CONDITIONS FOR TOUR AGREEMENTS AND TRAVEL SERVICES

## 1. Introductory Provisions

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1.1 These general terms and conditions (hereinafter referred to as "Conditions") **of the travel agency Kiteseaon s.r.o., VAT number: 01397982, with its registered office in Brno, Mlýnská 326/13, ZIP code 602 00**, registered in the Commercial Register at the Regional Court in Brno, section C, file no. 77903 (hereinafter referred to as "TA") apply to all tours (combinations of at least two travel services forming a tour under § 1b, paragraph 1 of Act No. 159/1999 Coll.) organized by this TA and are an integral part of the tour agreement (hereinafter referred to as "ToA") concluded between the customer and the travel agency.

These Conditions also apply, mutatis mutandis, to agreements concluded for the provision of travel services according to § 1a and 1b, paragraph 2 of Act No. 159/1999 Coll., with the exception of provisions that, according to the legal regulation and these Conditions, apply exclusively to tour agreements. For more details, see Article 14 of the Conditions.

1.2 The TA informs the customer about the type of contract their pre-contractual communication is leading to no later than before the customer makes a binding booking or before concluding the ToA. If it concerns a ToA, the TA will provide the customer with the relevant form according to § 9a of the Travel Act, which must include information that it is a tour and information about the legal protection available to the customer.

1.3 The parties to the contractual relationship are TA Kiteseaon s.r.o. as the organizer and the customer.

1.5 TA Kiteseaon s.r.o. offers its services on its websites: [www.kiteseaon.cz](http://www.kiteseaon.cz), [www.kite-season.com](http://www.kite-season.com).

**1.6 The individual provisions of the Conditions apply unless the contract specifically states otherwise.**

1.7 By concluding the contract, the customer expresses unconditional consent to these Conditions for themselves and for the persons they represent.

1.8 The contractual relationship between the customer and the TA is governed not only by these Conditions but also by the contract, the principles of personal data processing and protection, the insurance conditions of UNIQA Insurance Company, a.s., the provisions of Act No. 89/2012 Coll., the Civil Code, Act No. 159/1999 Coll. on certain conditions of business activities and the performance of certain activities in the field of tourism, Act No. 634/1992 Coll. on consumer protection (only if the customer is a consumer), and other valid and effective legal regulations.

1.9 The wording of these Conditions may be changed over time. However, the rights and obligations arising from the contract will always be governed by the version of the Conditions that was in effect when they arose.

## 2) Contractual Relationship

2.1 The tours or individual travel services presented on the TA's websites are for informational purposes only. They do not constitute an offer aimed at concluding a contract within the meaning of § 1732, paragraph 2 of the Civil Code.

**2.2 If the customer is interested in a travel service or tour, they contact the TA via the website interface. In response to the inquiry, the TA will send the customer an offer including a price calculation, which will also include all necessary information about the tour as per § 9a of the Travel Act, i.e., for example, the destination of the trip or stay, information about transport, accommodation, meal options, and more.**

2.3 If the customer is interested in the offered services, they send a binding order to the TA. The TA considers the data provided by the customer in the binding order to be correct and complete. The customer is obliged to inform the TA immediately by phone or email if any of the details change. By sending the binding order, the customer confirms that they are aware of the content of the contract and the conditions of the tour and general terms and conditions, understands them, agrees to them, and commits to abiding by them and paying the total price. The customer also declares that they are familiar with the process for making claims arising from the TA's legal obligations. Upon delivery of the binding order to the TA, the contract is concluded and becomes binding for both parties.

**2.4 In the case of concluding a contract for more than one person, the customer declares that they are authorized to conclude the contract and perform related rights and obligations, including the payment for the tour for these persons.** This customer is also jointly liable for fulfilling all obligations of these persons, including timely payment of the tour price and providing the necessary information (personal data, passport numbers, etc.).

**2.5 Within five working days of receiving the binding order, the TA will send an email confirmation of the contract's conclusion to the address provided in the order, along with other documents that form attachments to the contract. Together with the confirmation, if it is a ToA, the TA will also send the customer the proof of the agreed insolvency insurance according to Act No. 159/1999 Coll., issued by the insurer.**

2.6 If the ToA and confirmation of the tour contain differing information, the customer may claim what is more favorable for them.

2.7 The TA agrees in the ToA to provide the tour in the agreed scope and quality.

2.8 All documents are archived by the TA electronically. The contract is not accessible to third parties.

2.9 Article 2 "Contractual Relationship" applies, mutatis mutandis, to the agreement for the provision of travel services, with the exception of the TA's obligation to send the customer the proof of insolvency insurance according to Act No. 159/1999 Coll.

### 3) Tour Price

3.1 The prices of tours are stated including VAT, unless explicitly stated otherwise. Visa fees and travel insurance are generally not included in the tour price unless explicitly stated otherwise.

3.2 The TA has the right, according to § 2530, paragraph 2 of Act No. 89/2012 Coll., the Civil Code, to unilaterally increase the price of the tour in cases where, during the course of time, there is a change in

- the price of transport due to an increase in fuel or other energy prices, or
- payments for services provided by third parties that are not directly involved in the provision of the tour, including transport-related payments such as airport, security, and port fees, new taxes, or increased toll fees, etc., which are included in the price of the tour, or
- the exchange rate of the Czech koruna against convertible currencies, used to set the tour price. The TA is entitled to increase the price of the tour by the amount corresponding to the percentage increase.

3.3 The TA will notify the customer by email of the price increase as per point 3.2 of these Conditions without unnecessary delay, but no later than 20 days before the tour starts. The notification must be clear and understandable and must contain an explanation of the price increase and a calculation of this increase. If the TA delivers the price increase notice later than the 20th day before the start of the

tour, the price increase will have no legal effect. The customer is obliged to pay this price increase within 7 days of receiving such information.

3.4 The customer is also entitled to a price reduction for the tour due to a decrease in costs mentioned in point 3.2 of these Conditions, which occurs between the conclusion of the ToA and the start of the tour. The TA will also send a price reduction notification without unnecessary delay and return to the customer the amount by which the price will be reduced, after deducting actual administrative costs. The TA will provide evidence of the actual administrative costs upon the customer's request.

3.5 The agreed tour price for newly concluded ToAs may differ from the price presented on the websites. The relevant tour price is the one agreed upon and indicated in the tour confirmation. The TA reserves the right to adjust prices if there is a change in the prices of the TA's suppliers.

3.6 Any discounts announced by the TA after the date of contract conclusion by the customer do not entitle the customer to the discounted price.

3.7 If the TA is forced to increase the price of the tour under conditions other than those mentioned above, it will propose an amendment to the ToA, see point 5.1.3.

3.8 For services and prices determined by age, the customer's age on the day they use the last service of the tour (end of the tour) is decisive. If the customer reaches the required age before this date, they will be included in the higher category from the outset.

3.9 Article 3 "Tour Price" applies mutatis mutandis to the agreement for the provision of travel services, except for points 3.2, 3.3, and 3.4, which apply only to the ToA.

## 4) Payment Terms

**4.1. The customer may pay for the trip in Czech korunas or euros. Detailed information about the possibility of payment in euros will be provided by the travel agency upon request.** The payment can be made, in particular, by bank transfer to the agency's bank account, usually in two stages – **as a deposit and the subsequent balance payment.**

4.2. The agency has the right to request payment for the services before they are provided. The customer's right to participate in the trip arises primarily from the payment of the deposit and the balance to the agency's account by the agreed deadline. If this obligation is not met, i.e., if the deposit or balance is not paid by the due date, the agency has the right to withdraw from the contract, without prejudice to the agency's right to compensation for damages and cancellation fees (hereinafter referred to as "cancellation fee") as per other provisions of these terms.

4.3. The customer will pay a deposit of 50% of the trip price (as specified on the agency's website) or the full price of the trip within 10 working days from the conclusion of the contract according to the instructions provided in the confirmation sent.

4.4. If the contractual relationship is established less than 30 days before the start of the trip, the customer is required to pay 100% of the total price of the trip.

**4.5. The balance of the total price of the trip, as agreed upon in the contract, must be paid by the customer no later than 30 days before the start of the trip. When paying via bank transfer, the payment is considered made when the required amount is credited to the agency's current account.**

4.6. In the event of failure to meet the payment deadline for the price of the trip or the balance due to a unilateral increase in price as per point 3.2, the agency is entitled to cancel the customer's participation in the trip according to the conditions in point 6.1.7. Without full payment by the deadline stated in the contract, the customer has no right to participate in the trip or use the services.

4.7. By agreeing to these terms, the customer also agrees to the issuance of the tax document in electronic form by the agency.

4.8. **Article 4 "Payment Terms" applies similarly to contracts for the provision of tourism services.**

## a. Changes to Agreed Services

### 5.1 Changes to agreed services before the trip:

5.1.1. If the trip is completely canceled before the start due to an unforeseen and unavoidable event that the agency could not prevent even with all reasonable efforts (war, uprising, natural disaster, etc., hereinafter referred to as "force majeure"), the customer will be informed without undue delay. Further steps are outlined in point 6.1.3 of the terms.

5.1.2. The agency reserves the right to unilaterally change the contract for insignificant changes to the trip. If necessary, the agency may modify the program, change the carrier, etc. The agency must inform the customer of these changes without delay in a clear and understandable written form. The scope and quality of the services provided must be maintained in total, and the price of the trip will not change due to insignificant changes. If the quality or costs of the trip decrease due to changes, the customer has the right to a reasonable discount.

5.1.3. If the price of the trip increases by more than 8%, if external circumstances force the agency to significantly change one of the main elements of the trip, or if the agency is unable to meet the customer's special requests that were accepted, the agency will propose a change to the contract. The agency will inform the customer without undue delay about the impact of the proposed changes on the price of the trip, the deadline in which the customer may withdraw from the contract, the consequences for the customer if they do not withdraw in time, and information about any alternative trip and its price. The customer has the right to decide whether to agree to the change or withdraw from the contract. If the customer does not withdraw from the contract within the deadline set by the agency, which must be no shorter than 5 calendar days from the proposal to change the contract, it is considered that the customer agrees to the change.

5.1.4. The customer is then required to pay the agency the difference in the price of the services within 5 days of receiving the proposal to change the contract. If the customer fails to pay this difference, the agency has the right to withdraw from the contract, without prejudice to the agency's right to compensation for damages and cancellation fees. If the contract change results in a decrease in the price of the trip, the agency must either reduce the balance of the total price if it has not yet been paid by the customer or refund the difference if the total price has already been paid.

5.1.5. If the customer disagrees with the change and withdraws from the contract within 5 days of receiving the proposal, they have the right to request that the agency provide other tourism services of at least the same quality as the original contract, if the agency can offer such services. If a new contract is not concluded, the agency must refund all amounts received from the customer for the agreed services without the customer being required to pay cancellation fees. If a new contract is concluded, payments made under the original contract will be considered payments under the new contract. If the price of the new services is lower than the already made payments, the agency must refund the difference to the customer without delay.

5.2 Changes to agreed services during the trip:

5.2.1. The agency is authorized to make operational changes to the program and provided services during the trip if, for serious reasons, the originally agreed program and services cannot be maintained. In such a case, the agency must:

- ensure alternative programs and services of the same or similar quality, corresponding to the nature of the trip;
- refund the customer the price of services not provided due to the agency's fault.
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5.2.2. The agency reserves the right to change the program both in content and timing due to force majeure, decisions of state authorities, exceptional circumstances, uncertain security situations, strikes, transport or technical problems including delays, and other factors the agency could not have foreseen or influenced, and takes no responsibility for the consequences of such changes. Services involving sports activities may be canceled due to weather conditions. The assessment of suitability is entirely at the discretion of the program leader.

5.2.3. The agency is also authorized to cancel the trip due to force majeure if it could not prevent such an event despite making all reasonable efforts. In this case, the agency is required to take all necessary measures to return the customer to their original location.

5.2.4. Special requests that are not part of the contractual agreement (e.g., sea view, room on a higher floor, etc.) will be considered by the agency, and it will attempt to meet these requests in cooperation with the service providers. If this is not possible, the customer has no right to compensation.

5.2.5. A representative of the agency has the right to exclude a customer from the trip without any right to refund the price of the trip or any part of it in cases of gross, irrational, vulgar, or aggressive behavior toward the agency's representative or when the customer disturbs others, especially other participants of the trip. The customer may also be excluded if they intentionally disrupt or refuse to respect the accommodation rules, disturb the course of the trip, or seriously violate the laws of the country they are in. The customer acknowledges that the agency and its representatives are authorized to intervene in the case of inappropriate behavior. The customer further acknowledges that all costs related to such actions are fully their financial responsibility.

5.3 Article 5 "Changes to Agreed Services" applies similarly to contracts for providing tourism services, except for point 5.2.3, if the contracted service did not involve the customer's transportation.

## 6) Withdrawal from the Travel Contract

### 6.1. By the Travel Agency:

6.1.1. **The travel agency may withdraw from the travel contract before the start of the trip only due to the cancellation of the trip or due to the customer's breach of contractual obligations.**

6.1.2. The travel agency may also withdraw from the contract according to the law if the number of persons registered for the trip is lower than the minimum number specified in the contract and the organizer informs the customer of the cancellation within the period specified in the contract, which must not be shorter than:

- twenty days before the start of the trip for trips lasting more than six days,
- seven days before the start of the trip for trips lasting two to six days,
- forty-eight hours before the start of the trip for trips lasting less than two days.

6.1.3. If the travel agency proves that the cancellation of the trip occurred in accordance with the provision regarding the failure to reach the minimum number of persons necessary for its realization or due to force majeure, and the cancellation was communicated promptly before the start of the trip in accordance with point 5.1.1., the travel agency is not obligated to compensate the customer for damages. In these cases, the travel agency will return all payments made by the customer for the trip.

6.1.4. The travel agency will cancel the trip if the authorities declare the destination as a risky area. If the destination is not declared as such, the travel agency is not obliged to cancel the trip.

6.1.5. The travel agency can also be exempted from the obligation to compensate for damages if it proves that the breach of contract can be attributed to a third party not involved in providing the tourism services included in the trip, and such breach could not have been foreseen or avoided.

6.1.6. If the travel agency withdraws from the contract due to cancellation before the start of the trip, the customer has the right to request that the travel agency, based on a new contract, provide a different trip of at least the same quality as the original, if the travel agency can offer such a trip.

6.1.7. If the travel agency withdraws from the contract before the start of the trip due to a breach of obligations by the customer (especially a breach of the obligation to pay the trip price, deposit, or increase as per Article 4 of these terms), the customer is obliged to pay the cancellation fee specified in point 6.2.4 of these terms, and the travel agency must return to the customer everything it received from them for the trip under the canceled contract, within 14 days of the withdrawal. Mutual obligations and claims can be set off unilaterally.

## **6.2. By the Customer:**

**6.2.1. The customer always has the right to withdraw from the concluded contract before the start of the trip (cancel the trip).**

6.2.2. If the customer withdraws from the contract due to disagreement with a change to the contract proposed by the travel agency for objective reasons, or if the reason for withdrawal is the breach of an obligation by the travel agency stipulated in the contract, these terms, or the law, the travel agency is obliged to promptly return everything received from the customer for the trip under the canceled contract, without the customer being obliged to pay a cancellation fee (see point 5.1.5 of the terms). The customer may withdraw from the contract during the trip if the tourism services provided by the travel agency are not substantially provided in accordance with the contract, and the travel agency does not offer a suitable replacement solution.

6.2.3. If the customer withdraws from the contract for reasons other than those listed in point 6.2.2, the customer is obliged to pay a cancellation fee. **Such withdrawal must be made in writing. The contractual relationship is canceled, and participation is terminated on the day the withdrawal is delivered to the travel agency.**

6.2.4. **The cancellation fee is payable immediately. After deducting the cancellation fee** from the total price of the trip, the customer will receive the remainder of the amount paid. If the cancellation fee exceeds the paid deposit, the customer is obliged to pay the remaining amount up to the value of the cancellation fee. The cancellation fee is specified per person. **The minimum cancellation fee is CZK 1500 per person.** The cancellation fee depends on the timing of the customer's cancellation request, i.e., the number of days before the trip or the provision of the first service, as follows:

If the travel agency receives the cancellation notice:

- a) **More than 61 days before** the start of the trip, the cancellation **fee is CZK 1500.**
- b) **Between 60 and 46 days before** the start of the trip, the cancellation **fee is 25% of the trip price.**
- c) **Between 45 and 31 days before** the start of the trip, the cancellation **fee is 50% of the trip price.**
- d) **Between 30 and 15 days before** the start of the trip, the cancellation **fee is 75% of the trip price.**
- e) **Between 14 and 8 days before** the start of the trip, the cancellation **fee is 90% of the trip price.**
- f) **Less than 7 days before** the start of the trip, the cancellation fee is 100% of the total price of the trip.



6.2.5. **In cases where the travel agency arranges flight tickets, the customer is obliged to pay the travel agency all costs incurred due to the cancellation of the flight ticket.** If the customer arranges the flight tickets themselves, they are responsible for all costs related to the cancellation of the ticket, in addition to the cancellation fee mentioned above.

6.2.6. **The customer does not pay the cancellation fee if they find an appropriate replacement for themselves in time** (see Article 7.1 of the terms). They are only required to cover already incurred costs (e.g., visa fees, flight cancellation, etc.) and the costs related to changing the participant's details.

6.2.7. If the customer does not board the trip without prior withdrawal from the contract (i.e., cancellation) or does not attend the trip due to their own fault, e.g., by missing the trip, providing inaccurate or incomplete details to the travel agency (address, phone number, incorrect name and surname for flights, etc.), or by violating customs, passport, visa, foreign exchange, or other regulations, they are not entitled to a refund of any payments made (i.e., the cancellation fee is 100% of the total price of the trip, or 100% of the price of the services not used due to the customer's fault).

6.2.8. The customer is also not entitled to a refund if, due to circumstances on their side, they partly or fully do not use the ordered, paid, and properly secured services by the travel agency.

6.2.9. When determining the number of days for calculating the cancellation fee, the day of cancellation is included in the specified number of days. The day of the start of the trip (departure, arrival, or participation in the trip) is not included.

6.2.10. The travel agency reserves the right to unilaterally offset the claim for the cancellation fee against the customer's claim for a refund of the trip price. The travel agency will refund the trip price, minus the applicable cancellation fee, to the account provided for this purpose, or to the account from which the payment was made.

**6.3. Article 6 "Withdrawal from the Travel Contract" applies also to the contract for the provision of tourism services, except for points 6.1.1., 6.1.2., and 6.1.3, which apply only to the travel contract.**

## 7) Changes to the Travel Contract at the Customer's Request

### 7.1. Transfer of the Travel Contract

The customer has the right to transfer the travel contract to another person who meets the participation requirements. The customer must notify the travel agency in writing of this transfer no later than 7 days before the start of the trip. A shorter period may be agreed if the contract was concluded less than seven days before the start of the trip. The person named in the notice becomes the customer on the day of proof of delivery of the notice within the above period. The notice must include a statement from the new customer agreeing to the terms of the original contract. The customer is obliged to pay the travel agency reasonable costs incurred due to the transfer of the contract in the amount of CZK 200 (CZK 50 for one-day trips) per transferred person, including children. The travel agency warns that some airlines do not allow a name change for certain types of tickets, and a new ticket must be purchased. The original and new customer are jointly and severally responsible for paying the trip price and for covering the actual costs incurred due to the transfer of the contract.

### 7.2. Change of Trip Dates, Destination, or Accommodation Type

7.2.1. If possible, the travel agency will make changes to the content of the contract based on the customer's written request.

7.2.2. If this change results in a change in trip dates or destination or accommodation type, such a change

is considered a substantial change to the contract, and the customer is obliged to pay a rebooking fee. If the request is made 40 or more days before the start of the trip, the customer must pay the reasonable costs incurred due to the change in the contract, amounting to CZK 200 (CZK 50 for one-day trips) per rebooked change. If the request is made 39 days or fewer before the start of the trip, the travel agency considers the request for a change of dates, destination, or accommodation type as a cancellation by the customer, and the customer is obliged to pay the cancellation fee according to point 6.2.4.

**7.3. Article 7 "Changes to the Travel Contract at the Customer's Request" applies also to the contract for the provision of tourism services.**

## **8) Travel Documents, Customs, Foreign Exchange, and Other Regulations**

8.1. Before concluding the contract, the travel agency informs the customer about passport and visa requirements, the deadlines for processing them, and the required health documents for travel and stay in the destination country. Additional important and updated information about the destinations is available on the website [www.mzv.cz](http://www.mzv.cz).

8.2. The customer is responsible for the validity of their travel documents, the necessary permits, and visas required for the destination country as well as for any countries they transit through. This also applies to customers using their own transportation. If the customer fails to fulfill this obligation and cannot participate in the trip for this reason, the travel agency will treat the situation as if the customer canceled the trip on the day of departure. If the customer is denied entry into the country by local authorities (either the destination country or a transit country), the travel agency bears no responsibility for this situation, and the customer must return to the Czech Republic at their own expense.

8.3. Customers are obliged to comply with all customs, foreign exchange, and other regulations of the Czech Republic and the visited country. If the customer's actions threaten or disrupt the course and program of the trip, or if they seriously breach the customs, foreign exchange, or other regulations of the Czech Republic or the visited country, they may be excluded from the trip, losing any right to compensation for unused services.

8.4. Article 8 "Travel Documents, Customs, Foreign Exchange, and Other Regulations" applies also to the contract for the provision of tourism services.

## **9) Other Obligations**

### **9.1. Customer's Obligations**

9.1.1. The basic obligations of the customer include:

- To cooperate with the travel agency (hereinafter referred to as "TA"), which is necessary to ensure proper provision of services, i.e., provide complete and truthful information and submit required documents.
- To ensure accompaniment and supervision for individuals whose health condition requires it and to report the participation of foreign nationals.
- To follow the tour guide's instructions and adhere to the established program, comply with regulations in the visited country or location, and with the relevant rules of the venue.
- To refrain from actions that might endanger, harm, or restrict other tour participants and to cover any damage caused.
- **The customer commits to take out effective travel health insurance for the duration of the trip, covering healthcare and repatriation for the planned activities.**



9.1.2. **Some tours include physically demanding programs. Each participant must assess, based on the program's presentation, whether they are physically, technically, and communicatively able to handle the program.** The program leader has the right to prohibit individual participation or exclude the customer from certain parts of the program if their health, experience, knowledge, or equipment does not meet the program's demands. If the customer suffers any harm due to an inadequate assessment of the program's difficulty, the TA is not responsible for the harm.

9.1.3. **During the sport activities included in the agreed program, the participant must not be under the influence of intoxicating substances.** The program leader has the right to assess the participation of such a participant in the program and may permanently exclude them from further participation.

9.1.4. Persons under the age of 15 may participate in the TA's tour only when accompanied by someone over the age of 18 or with the consent of a legal guardian. Persons aged 15 to 18 may participate in the tour only with the consent of their legal guardian.

## 9.2. TA's Obligations

9.2.1. **The TA is obliged to send the customer travel instructions** (or vouchers, flight tickets, insurance cards, and coverage details) by email approximately 7 days before departure/flight, to the email address provided in the contract. The flight tickets, vouchers, and insurance cards are created and sent in a form that is acceptable when printed (there is no need for original documents).

9.2.2. **The TA is obliged to immediately assist the customer in case of difficulty during the tour, primarily by:**

- a) Providing information about health services, local authorities, and consular help.
- b) Helping with remote communication and
- c) Assisting in finding alternative travel solutions.

If the customer causes the difficulty themselves, the TA has the right to request reimbursement of the actual incurred costs.

9.2.3. If, due to unavoidable and extraordinary circumstances, the customer's return cannot be arranged according to the contract, the TA is responsible for covering necessary accommodation costs for the customer, ideally in the same category, for up to three nights. This limitation does not apply if a different EU law stipulates otherwise or if the customer has mobility limitations, is accompanied by such a person, is pregnant, is a minor traveling alone, or requires special medical assistance. These special needs must be communicated to the TA at least 48 hours before the start of the tour.

9.3. Article 9 "Other Obligations" applies accordingly to the service contract for the provision of tourism services, except for points 9.2.2 and 9.2.3, which apply only to the package tour contract (SoZ).

## 10) Insurance

10.1. The TA is obliged to maintain, throughout its operations, an insurance policy for cases of financial failure in accordance with the relevant provisions of Act No. 159/1999 Coll. (the insurance is with UNIQA Insurance Company, a.s., address: Evropská 136/810, 160 12 Prague 6, ID No: 49 24 04 80). This insurance covers the following:

- a) Failure to provide the customer with transport from their place of stay abroad back to the Czech Republic if transport is included in the tour.
- b) Failure to refund the deposit or the cost of the tour in case the tour does not take place.
- c) Failure to refund the difference between the paid price and the cost of the partially provided tour in case the tour is only partially realized.

10.2. This compulsory insurance is included in the price of the tours. Proof of the insurance is attached to the confirmation of the tour. This certificate also serves as proof of insurance according to § 2526 of the Civil Code. The confirmation includes instructions for travelers on how to report an insurance claim. If the TA refuses to provide the tour due to its financial failure, the customer can contact Generali Česká pojišťovna, a.s., according to these instructions.

10.3. **By signing the contract, the customer commits to take out effective health insurance for the duration of the trip. The TA offers comprehensive health insurance, including cancellation insurance, which can be arranged when signing the contract. A contractual relationship is established between the insurance**

company and the customer; the TA is only an intermediary. The latest General Terms and Conditions of UNIQA Insurance Company, a.s., are available for download on the insurance company's website.

10.4. In Article 10 "Insurance", the provisions related to the insurance for the TA's financial failure, according to Act No. 159/1999 Coll., apply exclusively to the package tour contract (SoZ).

## 11) Complaints and Compensation for Damage

11.1. The TA is responsible to the customer for defective performance in accordance with generally binding legal regulations, especially sections § 1914 to 1925, § 2537 to 2544a of Act No. 89/2012 Coll., the Civil Code.

11.2. The TA, as the organizer of the tour, is responsible for the proper provision of all travel services included in the contract. The TA is responsible for ensuring that the tour has the characteristics that the customer was assured of or that the customer can reasonably expect based on the offer and customs. If the tour does not have these characteristics, it is considered defective.

11.3. The customer is obliged to point out the defect in the tour without undue delay upon discovering the issue, and if possible, during the tour at the location.

11.4. The moment of filing a complaint is the moment when the TA is notified of the defect and the customer's claim for defective performance is made. The customer must cooperate in resolving the complaint to allow an objective assessment of the claims made in the complaint.

**11.5. The customer can file a complaint verbally or in writing, or in any other appropriate form, with the TA representative during the tour or directly with the TA at the following address: Kiteseason s.r.o., Mlýnská 13/326, 60200 Brno, or via email: info@kiteseason.cz.**

11.6. The TA or an authorized employee will decide on the complaint immediately, or in complex cases, within three working days. This period does not include the time required for professional evaluation of the defect, based on the type of service. The complaint, including defect removal, must be resolved without undue delay, within a maximum of 30 days from the day the complaint was made, unless the TA and the customer agree on a longer period.

11.7. A written confirmation of the complaint – a complaint report – must always be issued for any lodged complaint. This report must include the date on which the customer submitted the complaint, the customer's identification details, the subject of the complaint, and the remedy requested by the customer. The complaint report is part of the complaint procedure. Once the complaint is resolved, the travel agency (TA) shall issue the customer a written confirmation specifying the date and manner of resolution or a justification for rejecting the complaint.

11.8. If the TA does not refuse to remedy the defect or immediate correction is not required, the customer shall set a reasonable deadline for rectifying the defect when lodging the complaint.

11.9. If rectification is possible and does not require disproportionate costs, the TA shall ensure the defect is remedied.

11.10. In the event of a substantial defect, the TA shall offer the customer an alternative arrangement of the same or higher quality at no additional cost. If this is not possible, the TA shall offer an alternative of lower quality with an appropriate discount. The customer may reject the proposed alternative only if it is not comparable to the original agreed arrangement or if the offered discount is inadequate.

11.11. If the TA fails to rectify the defect within the reasonable deadline set by the customer, the customer may remedy the defect themselves and the TA shall reimburse the necessary expenses incurred.

11.12. If the defect is substantial, the customer may withdraw from the Package Travel Contract (PTC) without paying a cancellation fee. In such a case, the TA shall also, without undue delay and at no additional cost, provide the customer with equivalent transport to the point of departure or another agreed location.

11.13. In the case of a timely and legitimate complaint, the customer is also entitled to a price reduction proportional to the scope and duration of the defect. The limitation period for exercising this right is two years.

11.14. In accordance with the Civil Code, the customer is entitled to reimbursement of necessary expenses incurred when lodging a complaint about a package tour. This right must be claimed within one month after the expiry of the deadline for lodging the complaint.

11.15. If the customer has reported a defect that the TA failed to rectify, they are entitled to compensation for the damage incurred as a result. When claiming compensation, the customer should present the confirmation of the tour and state the date of the incident that constitutes a breach of the PTC. If the incident was subject to a police investigation, the customer should provide a police report and any other relevant documents. If these are unavailable, the customer shall submit their own written statement describing the incident, preferably signed by witnesses.

11.16. The limitation period for claiming damages is two years. The amount of compensation is limited to three times the total price of the tour.

11.17. If an international treaty binding on the Czech Republic permits limitation of liability for damages arising from breach of obligations under the PTC, the TA shall only compensate up to such limit. Air transport liability is governed by the Convention for the Unification of Certain Rules for International Carriage by Air of 28 May 1999 (the Montreal Convention), and by Council Regulation (EC) No 2027/97 as amended by Regulation (EC) No 889/2002, which applies to both international and domestic air transport. Loss, damage, or delayed delivery of baggage in air transport, as well as any other claims relating to air transport, must be submitted by the customer directly to the airline. In all other respects, the provisions of generally binding legal regulations apply.

11.18. In the event of a breach of duty for which it is responsible, the TA shall promptly compensate the customer not only for damages but also for the loss of holiday enjoyment, particularly if the tour was ruined or significantly shortened.

11.19. The TA is not liable for the quality, price, or any damage related to services not included in the PTC and provided by third parties, which the customer orders on site.

11.20. Article 11 "Complaints and Compensation for Damages" shall apply accordingly to contracts for the provision of travel services, except for clause 11.18., which applies only to package travel contracts.

## 12) Customer Notices

12.1. The tour begins when the customer starts using the first paid service and ends when the last paid service is used. The first and last days are always allocated for transport, accommodation check-in, and check-out and cannot be considered full recreational days. Early morning departures, changes in flight times, etc., are not deemed a shortening of the holiday and cannot be subject to complaints. Flights may partially or fully extend into the following day, both when departing from and returning to the Czech Republic.

12.2. When booking an apartment, the customer is fully responsible for the number of persons registered for the accommodation, regardless of age. Apartment management may refuse unregistered persons without liability for further claims. **Baby cots must be requested in advance from the TA.** Apartments usually include two regular beds; additional beds may be provided as fold-out beds or sofas.

12.3. In countries with different climates, insects may be present. Do not leave food out in rooms. **Use insect repellents inside and outside the accommodation.**

12.4. **In southern countries, tap water is not used for drinking or cooking. Bottled water is recommended.**

12.5. In hotels with solar-heated water systems, only lukewarm water may be available at times. Short-term (and repeated) outages of water or electricity may occur. In case of drought, water supplies may be interrupted, and the accommodation provider will attempt to arrange alternative supplies.

12.6. Hygiene standards and regulations in southern countries differ from those in the Czech Republic and are often more lenient. Customers cannot claim compensation for poor hygiene or digestive issues unless local authorities confirm that the cause was the fault of the facility.

12.7. It is not recommended to bring expensive jewelry or valuables on vacation.

12.8. Accommodation categorization abroad may differ from that used in the Czech Republic.

12.9. Customers acknowledge that if they book only half of a double (or multi-bed) room, a single supplement will be charged unless another guest can be found to share the room.

12.10. The TA is not liable for delays due to technical reasons, weather, air traffic congestion, border delays, strikes, or force majeure. Customers must consider the possibility of significant delays when planning connections, holidays, or business appointments. Changes in flight times may occur at the last moment and cannot always be communicated in advance. Delays do not entitle the customer to withdraw from the PTC, nor do they justify a discount or compensation. The TA does not refund unused services due to such delays. Changes in arrival/departure times of up to 24 hours are not considered significant and do not entitle the customer to compensation.

**12.11. A tour guide or accommodation provider may require a refundable deposit (usually €50–100 per accommodation unit) upon arrival. The deposit is refunded on departure if the unit is returned in proper condition.**

12.12. Despite best efforts, technical failures in coaches may occur and cause delays. The relevant factor for handling complaints is the number of nights used and meals consumed (half board, breakfast, dinner, etc.) as included in the tour price. Late arrival at the accommodation does not entitle the customer to a discount or compensation if the accommodation was provided for at least part of the night and meals were provided as ordered.

12.13. A malfunction or limited function of air conditioning on the coach does not entitle the customer to a discount or compensation.

12.14. Ancillary services may be limited during off-season periods, which does not entitle the customer to any compensation.

12.15. Article 12 "Customer Notices" shall apply accordingly to contracts for the provision of travel services.

## 13) Customer Consent to the Processing of Personal Data

The processing of personal data and all data subject rights are specified in the personal data protection and processing policy of Kiteseaon, s.r.o. The full version is published at [www.kiteseaon.cz](http://www.kiteseaon.cz).

## 14) Provision of a Travel Service

14.1. A travel service, as defined in Section 1a of Act No. 159/1999 Coll., includes the transportation of customers, accommodation not forming part of the transportation and intended for temporary stay, the rental of cars, other motor vehicles or motorcycles, or any other service in the field of tourism (e.g. sports services).

**14.2. If the travel agency (TA) offers only one of the above-mentioned travel services, or if it offers a combination of only one travel service—transportation / accommodation / vehicle rental—with another service as defined in Section 1a(d) of Act No. 159/1999 Coll. (e.g. a sports service), where the latter is not a significant component of the combination, it does not constitute a package tour. It is also not considered a package tour if the customer purchases an additional travel service only after they have committed to paying for the original travel service or after beginning to use the accommodation (e.g. renting sports equipment, participating in a sports or recreational activity).**

14.3. **In cases where the customer enters into a contract for the provision of a travel service and not a Package Travel Contract (PTC), they are not entitled to the rights guaranteed by law exclusively to customers who purchase a package tour.**

14.4. In such cases, where the customer enters into a contract for the provision of a travel service and not a PTC, the TA is responsible for delivering the agreed service, but any payments made by the customer to the **TA are not insured against the TA's insolvency.**

## 15) Final Provisions

15.1. These terms and conditions remain valid until new terms and conditions are published.

15.2. The possible invalidity of any individual provision of these terms and conditions, which are part of a PTC or a contract for the provision of a travel service, shall not affect the validity or enforceability of the remaining provisions of these terms or any other terms forming part of the PTC or the contract for the provision of a travel service.

15.3. The customer has the right to out-of-court settlement of a consumer dispute arising from a package travel contract. The competent body for resolving such consumer disputes is the Czech Trade Inspection Authority, based at Štěpánská 15, 120 00 Prague 2, phone: +420 296 366 360. The procedure is free of charge and initiated by the customer, who must submit a request no later than one year from the date they first exercised the disputed right with the TA. Further information about the procedure is available at [www.coi.cz](http://www.coi.cz).

**These General Terms and Conditions enter into force and effect on 1 February 2025.**