

TOUR PACKAGE INFORMATION

Pursuant to Section 1b(1)a) or b) of clauses 1-4 of Act No. 159/1999 Coll., on Certain Conditions for Doing Business and Exercising Certain Activities in the Field of Tourism, as amended.

The package of tourism services offered to you constitutes a tour pursuant to Act No. 159/1999 Coll., on Certain Conditions for Doing Business and Exercising Certain Activities in the Field of Tourism, as amended, which implements Directive (EU) 2015/2302.

You will be able to exercise all the rights that you have under the European Union legislation concerning tour packages. Kitesaison s.r.o. Travel Agency, Company Identification Number: 01397982, with the registered office in Brno, Mlýnská 326/13, postal code 602 00, incorporated in the Companies Register kept by the Regional Court in Brno, Section C, Insert 77903, will be fully responsible for the proper provision of the services included in the tour package.

Kitesaison s.r.o. is legally obliged to provide bankruptcy protection (guarantee insurance or bank guarantee) on the basis of which you will be reimbursed for payments made for services not provided to you as a result of the travel agency's bankruptcy, and if the tour package includes transportation, your repatriation will be ensured.

Clients can obtain more information on fundamental rights under Directive (EU) 2015/2302 at: <http://www.kitesaison.cz/vsp.pdf>

CK Kitesaison, s.r.o. offers its tourism services on its websites: www.kitesaison.cz , www.kiteboarding-sicily.com , www.norway-snowkiting.com, www.e-bikesaison.cz

By clicking on the hyperlink to the website, the client obtains the following information:

The client's fundamental rights under Act No. 159/1999 Coll. and Act No. 89/2012 Coll., as amended (the Civil Code of the Czech Republic)

- Before entering into a tour package contract, the client receives all the necessary information about the tour pursuant to Section 9a of Act No. 159/1999 Coll., on Certain Conditions for Doing Business and Exercising Certain Activities in the Field of Tourism, as amended, i.e. e.g. the destination of the trip or the place of stay, means of transport, accommodation, boarding etc.
- The travel agency is responsible to the client for the proper provision of all travel services included in the tour package contract - hereinafter referred to as the "contract".
- The client receives an emergency telephone number or contact point where the client can contact the travel agency that arranged the sale of the tour package.
- The client may assign the contract to another person in good time and, if necessary, after paying additional costs.
- The price of the tour package may only be increased if there is a specific increase in costs (e.g. fuel prices) and if it is explicitly stipulated in the contract, but no later than 20 days before the start of the tour. If the price increase exceeds 8 % of the tour package price, the client may withdraw from the contract. Where the travel agency reserves the right to increase the tour package price, the client shall have the right to a discount on the price if the costs are reduced.
- The client may withdraw from the contract without paying a cancellation fee and recover all payments if there has been a significant change in any essential element of the tour, except for the price. If the travel agency cancels the tour prior to the start of the tour, the client shall have the right to a refund of the tour package price and, if applicable, a compensation.
- The client may withdraw from the contract without paying a cancellation fee before the start of the tour if unavoidable and extraordinary circumstances have arisen at the destination of the trip or stay or its immediate vicinity which have a significant impact on the provision of the tour or the transport of persons to the destination of the trip or stay (for example, if there are serious safety problems at the destination of the trip or stay that could affect the tour).
- The travel agency will cancel the tour if the state authorities declare the destination as a risk area. If the destination is not declared as such, the travel agency is not obliged to cancel the tour.

- The client may withdraw from the contract before commencing the tour if the client pays a reasonable and justifiable cancellation fee.
 - If the travel agency receives a withdrawal from the contract or other contract for the provision of a tourism service
 - **more than 61 days** before the start of the tour, the cancellation fee is **CZK 1500**,
 - **60-46 days** before the start of the tour, the cancellation fee is **25 %** of the tour package price,
 - **45-31 days** before the start of the tour, the cancellation fee is **50 %** of the tour package price,
 - **30-15 days** before the start of the tour, the cancellation fee is **75 %** of the tour package price,
 - **14-8 days** before the start of the tour, the cancellation fee is **90 %** of the tour package price,
 - **less than 7 days** before the start of the tour, the cancellation fee is **100 %** of the total tour package price.
 - In cases where airplane tickets and supplementary insurance are provided by the travel agency, the client is obliged to reimburse the travel agency for all costs incurred in connection with cancellation of the airplane ticket and the agreed insurance.
- If it is not possible to provide the essential elements of the tour package in accordance with the contract after the start of the tour, the client must be offered a suitable alternative solution at no additional cost. The client may withdraw from the contract without paying a cancellation fee if the services are not provided in accordance with the contract, and this significantly affects the performance of the services included in the tour package and the travel agency has not provided a suitable alternative solution.
- In the case of failure to provide or incorrect provision of the tourism services included in the tour package, the client shall have the right to a discount on the tour package price, damages or both.
- The travel agency is obliged to provide assistance if the client finds himself/herself in trouble.
- If the travel agency becomes bankrupt, the client will be refunded the deposit or the price of the tour package paid, including the price paid for a tour package voucher, in the event the tour does not take place at all, or the difference between the paid price of the tour package and the price of the partially provided tour if the bankruptcy occurred after the start of the tour. If the travel agency becomes bankrupt after the start of the tour and transport is part of the tour, the client will be repatriated. KiteseaSon s.r.o. Travel Agency, Company Identification Number: 01397982, with the registered office in Brno, Mlýnská 326/13, postal code 602 00, incorporated in the Companies Register kept by the Regional Court in Brno, Section C, Insert 77903, has secured protection in the event of bankruptcy (guarantee insurance or bank guarantee) with Generali Česká pojišťovna a.s., Spálená 75/16, Nové Město, 110 00 Prague 1, Company Identification Number: 45272956, www.generaliceska.cz/ represented by Europ Assistance s.r.o., Company Identification Number: 25287851, contact details: address: Europ Assistance s.r.o., Na Pankráci 1658/121, Nusle, 140 00 Prague 4, phone number: +420 221 586 660, e-mail address: operations@europ-assistance.cz The client can contact this entity if the travel services that make up the tour package have been denied due to the bankruptcy of the travel agency.
- <https://www.everest2003.cz/card.php?id=4a02e51ff8636dc0a3370b4f3fe69ab2> /Confirmation card of the travel agency's insurance in the event of bankruptcy/

Notice

- **If the client orders only one of the offered tourism services from the travel agency, while that service is not significant in terms of combination of services, this is not a tour by law. If the client purchases another tourism service only after the client has committed to pay the price for a tourism service or after the client has started to use the accommodation services (rental of sports equipment, sporting or recreational events etc.), it is not a tour, either.**
- **In cases where the client enters into a contract for the provision of a tourism service and not a tour package contract, the rights guaranteed by law only to clients who have purchased a tour package shall not apply to the client. The travel agency is responsible for the provision of the agreed service; however, payments made by the client to the travel agency are not insured in the case of bankruptcy. The other terms and conditions shall apply accordingly.**
- Pursuant to Section 1a of Act No. 159/1999 Coll., a tourism service means the transport of clients, accommodation which is not part of the transport and is intended for temporary accommodation, rental of cars, other motor vehicles and motorcycles, or any other tourism service (e.g. sports services).

Directive (EU) 2015/2302 of the European Parliament and of the Council is implemented in the Czech legal rules by Act No. 159/1999 Coll., on Certain Conditions for Doing Business and Exercising Certain Activities in the Field of Tourism, as amended by Act No. 111/2018 Coll. and Sections 2521-2549a of Act No. 89/2012 Coll., the Civil Code, as amended by Act No. 111/2018 Coll., available on the website of the Ministry for Regional Development (<http://www.mmr.cz>); this form of publication is informative.