



TERMS AND CONDITIONS

§ 1. DEFINITIONS

1. LeoTravel.pl Marta Kurowska is a company based in Poland at Wodnika 1/30, 91-498 Lodz. LeoTravel.pl is certified Tour Operator, with the registration number 225, permit issued by provincial governor of Lodz and holds its obligatory Tour Operator insurance guaranty with AXA Towarzystwo Ubezpieczeń i Reasekuracji S.A.; Hereinafter referred to as Operator.
2. Customer is an individual or legal entity that uses the service of an Operator; Hereinafter referred to as Customer.
3. The subject of the agreement is the service of the Operator, who is organizing trips and/or hotel bookings for the Customers. Reservations are done on request and depend on availability.

§ 2. RESERVATIONS AND PAYMENT

1. The Customer applies by filling in the “Reservation Form” on the website.
2. The booking-agreement with current price and payment data is sent within 3 days on e-mail given in the “Reservation Form”. If the reservation is refused the Operator will inform the Customer about the unavailability of services on the date in request.
3. The booking-agreement with current price is valid for 5 days from the day, when the Operator sent it to the Customer.
4. The reservation is confirmed, when the Operator receives a signed booking-agreement (via e-mail or fax) together with payment confirmation of a 20% deposit (in exceptional situations - an amount stipulated by the Operator on booking-agreement).
5. The signed booking-agreement together with payment confirmation (which written about in point 4) will be sent to the Operator within 5 days from the date, when the Operator has sent the booking-agreement to the Customer. (The booking-agreement sent by the Operator is confirmation of possibility to provide the service). The Operator reserves the right to cancel a booking in case of lack of payment or lack of signed booking-agreement. After that the offer and the price are not valid.
6. The full amount for booked services has to be paid (arrives at the Operators bank account not later than) till 21st day prior to the service – in case of individual booking and 42 days prior to the service – in case of group bookings (more than 9 people). Should the deadline not be kept, the Operator reserves the right to treat the booking as cancelled.
7. If the reservation is done later than 21 days prior to the service – in case of individual booking and 42 days prior to the service – in case of group bookings the full amount is payable. The Customer is obliged to send the signed booking-agreement together

- with the payment confirmation within 3 days from the date, when the Operator sent the booking-agreement to the Customer. (The booking-agreement sent by the Operator is confirmation of possibility to provide the service).
8. The Operator will send the confirmation document of the service purchase by e-mail, when both, signed booking-agreement and full amount are received.
 9. The Customer is obliged to assure that the confirmation document of the service purchase was delivered correctly. In case of lack of this document or any irregularity in it the Customer is obliged to notify the Operator immediately.
 10. The Customer is obliged to print the confirmation document of the service purchase and to keep it with him/her during the provided service. The Operator cannot be held responsible for any consequences of lack of that document.
 11. The payment should be made by bank transfer to the Operator's account, whose number is placed on the booking-agreement or by credit card using a secure payment system on-line by prior arrangement with the Operator.
 12. The Customer is obliged to cover all bank transfer costs or credit card fee (2,9%). In case that the Customer does not cover the costs mentioned above, the Operator will not confirm the reservation.
 13. The Customer is obliged to send to the Operator a copy of the passport with personal data and a photograph not later than 7 days prior to booked service.
 14. Sending signed booking-agreement and payment is understood as acceptance of terms and conditions and declaration that the Customer's physical and emotional capabilities enable him/her to participate in ordered service. The Customer accepts terms and conditions on behalf of people he/she is buying the service for.
 15. The Operator has the right to restrict access to the electronic service temporarily with no reason given, and bears no responsibility when the system is inaccessible for reasons beyond his control.
 16. In case that the Customer makes changes in program, the Operator might require additional payment for covering the costs of the changes.
 17. The billing price is given invariably in PLN (Polish zloty). The amount in Euro or other currency is converted using Polish National Bank's daily mid exchange rates and is stated in the booking agreement.

§ 3. CHANGES AND CANCELLATIONS

1. Cancellation of a booking must be made in writing and is not effective until such cancellation is received by the Operator.
2. The costs of cancellation are also applying in case the Customer resigns from service for any reasons beyond the control of the Operator, especially such as:
 - visa refusal,
 - lack of documents required to cross the border,
 - lack of payment in the required time,
 - absence from the agreed meeting place,
 - sickness and other accident,
 - not allowance of crossing any country border through any customs official.

3. In case of a cancellation of the service the following fees may be assessed, depending on time of notifying the Operator. The amount paid by the Customer is reduced by the real amount costs of the fulfilment of the booking services.
An approximate 20% cancellation fee may be applicable to all services cancelled prior to 30 days before service scheduled.
Should a client cancel a booking 30days or less prior to service scheduled the following approximate cancellation fees may apply:

Time period	Service fare:
30days -22days	25% of Service Fare
21days - 15days	50% of Service Fare
14days - 8days	75% of Service Fare
Less then 8 days	95% of Service Fare

The above mentioned calculation is only made on an approximate basis. In all cases the Operator makes the calculation individually.
4. The manipulation fee for changes of personal data is the real cost of making such changes in all services, which is approximately 70PLN.

§ 4. LIMITATION OF RESPOSIBILITY OF OPERATOR

1. The Operator strives to ensure that all data on the website are correct.
2. Should the hotel oversell its inventory, it offers alternative accommodation of the same or higher standard and covers the costs of transportation to the alternative hotel.
3. In the case of a hotel denying accepting the accommodation of the Customer prior to his/her arrival the Customer has the right to refuse the alternative accommodation offered by the Operator within 24 hours from the moment the offer is made.
4. If the Customer does not agree on the alternative accommodation, the Operator is obliged to make a full refund of all money paid for accommodation by the Customer.
5. The Operator obligates to make every effort to provide the agreed-on services stipulated in the booking-agreement.
6. In case the agreed-on services cannot be provided due to the neglect or default of parties other than the Operator (which do not participate in the provided service booked by the Customer and the action/force was not predictable), the Operator may offer comparable services.
7. In case the Customer does not agree to accept comparable services, or the services appear impossible to provide, or would entail excessive cost, the Operator must return the Customer's payment within 14 days.
8. Should the Operator not supply the agreed service during the trip, which is the main part of the programme; he will be obligated to offer an alternative service. In the situation when providing the alternative service is not possible or the Customer has justified reasons to decline and he contracted out the Operator is obliged to return the costs for not accomplished services and to provide the return trip to the place of the beginning of the trip or to another agreed place in no worse conditions than stated in the contract.

9. The Operator's liability shall not exceed twice the price of the services purchased by the Customer from the Operator with the exception of damage to persons.
10. The Operator cannot be held liable for damages and changes to reservations caused beyond the control of the Operator (including and without limitation: explosions, floods, tempests, fires, weather conditions, accidents, war or threat of war, martial law, sabotage, insurrection, civil disturbance or requisition, sickness, quarantine, or other outward occurrences).
11. In case of force majeure that renders the proper delivery of services under the terms of the purchase impossible, the Operator will be relieved of its obligation. In this case the Customer might choose between:
 - a) providing him the alternative service, characterizing the same or higher quality. The Customer might agree on the lower quality service, but in this case the difference in costs will be paid back to the Customer,
 - b) receiving back the whole amount for unused services (which had been transferred to the Operator's account)In such cases the Customer is not allowed to request any compensation.
12. The Operator reserves the right to cancel the service, to refuse to accept or retain any person as a member of a trip at any time, or to make changes in the published itinerary whenever, in its sole judgment, conditions warrant, or if it deems it necessary for the comfort, convenience or safety of the Customer.
13. The Operator is not responsible for interminable issue or refusal of passports or visas or refusal of permission to enter Poland. The Customer is obliged to make sure, that expiry date of his/her passport allows him/her to visit Poland. The Customer must cover all costs of passports and visa issues separately.
14. The Operator bears no responsibility for discrepancies between paid and refunded amounts, when these discrepancies are caused by exchange rate fluctuations.
15. The Operator reserves the rights to change the price of the agreed service in case of an increase of costs of transportation, administration fees, taxes or an increase of the exchange rate. The change of the price might be done at the latest 21 days prior to the scheduled service. The fact that the price increased allows the Customer to withdraw from the contract within 72 hours from the time the Operator sends this information by e-mail. In this case the Operator is obliged to pay back the whole amount, which has been received by the Customer. The only condition to receive the full payment back is to resign in written form.

§ 5. RESPONSIBILITY AND ACTIVITY UNDERTAKEN BY CUSTOMER

1. The Customer bears complete responsibility for any effects resulting from the submission of inaccurate or incomplete data on the Reservation Form.
2. All additional services not mentioned in the confirmation document or local health resort fees must be paid by the Customer on the spot at the hotel.
3. Depending on the chosen hotel, the check in time might be at 14:00-16:00 o'clock in the day of arrival and check out time at 9:00-12:00 in the day of departure. The Customer has to check out with all baggage by this time. In case of late check out all

the costs have to be paid by the Customer. The Customer will be informed about possible check in and out time by the Operator.

4. The Customer is obliged to obey all rules and directions of the Operator's employees concerning an organization of program and order during a trip.
5. The Operator reserves the right to discharge the agreement with the Customer immediately without any financial consequences in case the Customer is blatantly or insistently breaking the rules or his/her behaviour is not compliant with customarily accepted values.
6. The Customer is responsible for all damages done by her/his own fault during the whole trip and is obliged to compensation from her/his own means. For all damages caused by children their guardians are responsible.
7. The Customer agrees to hold harmless the Operator, its employees and other cooperating partners with the Operator.
8. The Customer is obligated not to charge the Operator from and against all injuries, accidents, consequential losses, expenses, damages and costs, including reasonable and necessary attorneys' fees, resulting from any violation of these Terms and Conditions by the Customer or any user accessing the service.

§ 6. COMPLAINTS

1. All complaints regarding the hotel have to be reported to the hotel management during the stay.
2. Should a service included in the trip not be delivered objectively to the Customer's expectation, the Operator and the service supplier must be notified in written form (e-mail, fax) immediately, in order to enable him/her to mend that failure.
3. All formal complaints must be submitted to the Operator in writing (e-mail, fax or post) no later than within a month from the end of the provided service.
4. If the Operator is not informed about the problem during the provided services, it might have influence on researching the complaint by the Operator.
5. The Operator will refund the difference between the contracted services and the replacement services, on the condition that the Customer does not receive replacement services of the same or higher value. The Customer covers the costs of all replacement and extra services of a higher value if they are delivered at his/her request.
6. The Operator is obliged to research the complaint and provide a response within 30 days.

§ 7. PERSONAL DATA

1. By filling out the Reservation Form on the website, the Customer agrees to allow his/her personal data to be stored in the Operator's database.
2. The Operator uses the Customer's personal data only for the purpose of responding to and fulfilling the requests for the Operator's services. It is shared solely with



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authorised executives and only used in order to complete a transaction that the Customer specifically requests.

3. If the Customer agrees on the Reservation Form, his/her data will be retrieved for marketing purposes, in accord with the provisions of the Polish law entitled "On the protection of personal data" and enacted August 29, 1997.

§ 8. JURISDICTION

1. This agreement and all matters dealt with it are prepared in accordance with the Polish Law. The legal basis of the contract is the Tourist Services Act from 29 August 1997. In all the cases not mentioned in this document the Civil Code applies.
2. Both, the Customer and the Operator, will work to solve controversies on a negotiation basis.
3. In case of a lack of agreement between the parties, the complaint should be adjudged by the court in Poland, in the district where the defendant is domiciled. In cases of establishing existence of the agreement, cancellation, annulment or compensation for undone or inadequate done services, according to 34 article of Civil Code the complaint can be adjusted by the court where the service is placed.