

General Terms and Conditions of C.K. Service s.r.o. valid from 01.07.2023

Introductory Provisions

1.1 C.K. Service s.r.o. with registration number: 24796239, headquartered in Prague, Italská Square 1219/2, ZIP code: 120 00, is a licensed travel agency (hereinafter referred to as "CKS") currently providing services within the scope of a travel agency. CKS is authorized to provide individual travel services, sell tours organized by other tour operators, and arrange combinations of travel services that are neither tours nor linked travel services within the meaning of Act No. 111/2008 Coll.

1.2 These General Terms and Conditions (hereinafter referred to as "GTC") regulate, in accordance with § 1751 et seq. of Act No. 89/2012 Coll., the Civil Code, in its effective wording, the rights and obligations in the provision of services (hereinafter referred to as "Services") to third natural or legal persons (hereinafter referred to as "Clients") in these relationships:

- a) Mediation of air passenger transport
- b) Mediation of other individual travel services (e.g., accommodation, car rentals, etc.) that are not tours or linked travel services
- c) Mediation of tour sales

The GTC apply to travel services sold on behalf of CKS, unless otherwise agreed in the service confirmation.

Service Procurement Process and Establishment of a Contractual Relationship

2.1 The process of securing services consists of the following steps:

- a/ Inquiry from the client with the specification of specific service parameters
- b/ Offer from CKS with a specification of offered services and reservation or service conditions
- c/ Acceptance of the offer or modification of the offer
- d/ Confirmation of services by CKS or a travel contract (hereinafter referred to as "service confirmation") and agreement on payment (issuance of an invoice or agreement on another method of payment)
- e/ Provision of services by CKS based on payment and the delivery of travel documents (tickets, vouchers)

2.2 The contractual relationship between CKS and the client is established:

- a/ By a binding written order (email, printed order) of the service by the client
- b/ By making a deposit or full payment for the ordered services by the client, along with subsequent delivery of the confirmation of the ordered services in accordance with paragraph 2.1.a/

2.3 It is the responsibility of the client to verify the correctness, validity, and completeness of all information provided in the service confirmation sent by CKS to the client before purchasing the service. CKS does not take responsibility for errors in the verified information and the consequences arising from them.

2.4 In case the service is not available from the supplier after payment or if the service can no longer be provided under the conditions stated in the confirmation, CKS is entitled to withdraw from providing the service. The client is then entitled to a full refund of the payment.

2.5 The client can book services for both themselves and third parties. When booking services for third parties, the customer is responsible for providing and verifying the details of the third parties and, with their binding written order of services, confirms the order of services for the persons listed in the confirmation and also confirms the accuracy of the provided information. CKS is not responsible for any errors and their consequences in this regard.

Pricing Conditions and Payment Terms

3.1 The price of the service and its due date are stated in the service confirmation or the sent invoice.

3.2 If the deadlines for the payment of deposits or final payments towards the total service price are not met, CKS is entitled to withdraw from providing the services and cancel the service without notice. The customer will be responsible for the costs associated with cancelling the trip, as specified in the service confirmation.

3.3 CKS has the right to unilaterally adjust the price of the service if the EUR/CZK exchange rate changes by more than 10% between the service confirmation and the final payment. CKS will notify the client of this fact, and the client is obliged to pay the price difference within 7 days from the notification. If this payment is not made, CKS has the right to withdraw from the travel contract or the service confirmation.

3.4 Flight prices are primarily determined for travel in economy class; in the case of reservations in other booking classes (premium economy, business, first class), this fact is indicated in the service confirmation. Change fees or cancellation fees specified in the service confirmation or tour contract always apply to an individual, not to a group of persons or the number of persons in the reservation.

Rights and Obligations of the Client

4.1 The right to receive the confirmed services as agreed. If the client fails to utilize the agreed services without the fault of CKS, they are not entitled to a refund of their price or alternative performance.

4.2 The right to be informed about any changes to the agreed services.

4.3 The right to data protection, which has been provided by the client for the purpose of securing travel services.

4.4 The obligation to cooperate with CKS as necessary to ensure and provide the service, including providing complete and accurate information.

4.5 The obligation to collect the documents necessary for the service from CKS and present these documents when using the service. Documents are provided either in physical (paper) or electronic form (by email). CKS is not responsible for any consequences resulting from the failure to present these documents when using the service.

4.6 The obligation to obtain detailed information about passport, visa, immigration, and health formalities (e.g., mandatory vaccinations) required for entry into the destination and transit countries. CKS is not responsible for the scope of these formalities or for their non-compliance. This information is available at the diplomatic missions of the respective countries in the Czech Republic. Further information is available at www.mzv.cz.

4.7 The obligation of the client to inform the persons for whom the service was arranged about all information provided by CKS.

4.8 The obligation to ensure accompaniment and continuous supervision by an adult and legally competent person for individuals under 12 years of age during the service. Additionally, the client must ensure accompaniment and supervision for individuals whose health requires it.

4.9 The obligation to report any defects and deviations from the ordered service immediately upon discovery at the service location in writing to CKS and provide the necessary cooperation for their rectification.

4.10 The obligation to compensate for damages caused at the place of service consumption as specified in the service confirmation.

Rights and Obligations of CKS

5.1 CKS is obliged to inform the client thoroughly about all facts related to the contracted service, particularly those that CKS is aware of and are essential for the client.

5.2 In connection with the provision of transportation services, especially airline tickets, bus and train tickets, and ferry tickets, CKS does not guarantee any possible deviations in flight/train/ferry schedules, including flight/train cancellations or delays, regardless of the reason for these deviations. The client acknowledges that in necessary cases, changes in transportation, transportation providers, travel dates, aircraft types, etc., are necessary.

CKS is not responsible for any damages resulting from the aforementioned unexpected events (delays, cancellations) and the client has no right to withdraw from the contract as a result.

5.3 In the case of services not directly secured by CKS, but mediated by CKS from another provider (e.g., accommodation, car rental, tours, excursions, etc.), CKS does not guarantee the quality, condition, safety, or availability of these services. The responsibility for these services lies with the respective providers. CKS is not responsible for any damages or losses arising in connection with these services.

5.4 CKS does not guarantee the availability of specific services, dates, or times, as the availability of services is always subject to the conditions of individual suppliers, and it is not possible to influence these conditions. In the event of unavailability of specific services or dates, CKS will offer an alternative solution or, if this is not possible, will refund the paid price for the unavailable service.

5.5 CKS reserves the right to withdraw from the travel contract at any time if the client violates the travel contract conditions or these GTC.

Travel Cancellation by the Client

6.1 If the client wishes to cancel the ordered service, they are obliged to send a written cancellation request (by email) to CKS. The date of receipt of the cancellation request by CKS is decisive for determining the cancellation costs.

6.2 CKS will charge the client cancellation fees based on the date of the cancellation request as follows:

- a) Up to 60 days before the start of the service: 20% of the total service price
- b) 59 to 30 days before the start of the service: 50% of the total service price
- c) 29 to 15 days before the start of the service: 70% of the total service price
- d) 14 days or less before the start of the service: 100% of the total service price

6.3 If the client cancels the service after it has already begun (e.g., after the start of the flight, accommodation, etc.), they are not entitled to a refund of any portion of the price.

Travel Cancellation by CKS

7.1 CKS reserves the right to cancel the service in exceptional cases (e.g., force majeure, lack of capacity, security risks, etc.) or if the number of participants in a tour or event does not reach the minimum required number of participants specified in the service confirmation or the tour contract. In such cases, CKS will notify the client as soon as possible.

7.2 If CKS cancels the service before its start, the client is entitled to a refund of the full price of the service, or CKS can offer the client an alternative solution in accordance with paragraph 7.3.

7.3 In the event of service cancellation by CKS, CKS may offer the client an alternative service of equivalent or higher quality, or an alternative service of lower quality for a lower price. If the client accepts the alternative service, the difference in price will be refunded,

or the client will be obliged to pay the difference in price. If the client rejects the alternative service, they are entitled to a refund of the paid price for the cancelled service, and CKS will pay this refund within 14 days from the cancellation of the service.

Complaints

8.1 The client is obliged to report any defects and deviations from the ordered service immediately upon discovery at the place of service consumption to CKS. CKS will then immediately assess the situation and propose a solution.

8.2 If the client does not report the defect to CKS immediately upon discovery at the place of service consumption, they lose the right to later claim a defect and a price reduction. If the defect cannot be resolved on the spot, the client must confirm this fact with a written statement from the service provider. Otherwise, the client loses the right to claim the defect.

8.3 If the client is dissatisfied with the solution to the complaint proposed by CKS or if CKS does not propose a solution within 30 days of the complaint being lodged, the client has the right to contact the Czech Trade Inspection Authority (www.coi.cz) or another entity authorized to out-of-court consumer dispute resolution. CKS is not obligated to participate in an alternative dispute resolution process.

Liability

9.1 CKS is responsible for providing the services in accordance with the confirmed conditions. CKS is not responsible for changes made by service providers, including airlines, or for their failure to fulfil their obligations.

9.2 CKS is not liable for damages, losses, or expenses incurred by the client as a result of changes in service schedules, cancellations, delays, or other similar circumstances that are beyond CKS's control.

9.3 CKS is not responsible for damages or losses that the client may incur during the provision of services if the client fails to comply with their obligations under these GTC or the service confirmation.

9.4 CKS is not responsible for damages, losses, or expenses that the client may incur as a result of situations such as force majeure (e.g., natural disasters, terrorist attacks, epidemics, pandemics, etc.) or situations that cannot be influenced by CKS.

9.5 CKS is not responsible for damages or losses that the client may incur as a result of not obtaining visas, permits, or other necessary documents for travel, as well as due to changes in the rules or requirements of immigration, customs, or other authorities.

Final Provisions

10.1 Any changes or amendments to the travel contract or these GTC must be made in writing and signed by both parties.

10.2 The relationship between CKS and the client is governed by Czech law. Any disputes arising out of or in connection with the travel contract or these GTC will be subject to the jurisdiction of the Czech courts.

10.3 The GTC are valid and effective from July 1, 2023. CKS reserves the right to change the GTC. Clients will be informed of any changes to the GTC in writing or by email.

These General Terms and Conditions have been generated based on the information provided and are intended as a general template. It is advisable to consult with legal experts to ensure that the terms and conditions comply with all applicable laws and regulations and are tailored to your specific business needs and circumstances.