

INFORMATION FOR CLIENTS BEFORE PLACING AN ORDER

Dear Clients,

We wish to inform you hereby on our holiday trips and our travel agency, on concluding holiday trips agreements on the basis of which you can participate in our trips and provide you with certain important information so that you are sufficiently informed in detail on our services.

I. Our Travel Agency

Our travel agency, **Bohemian Journeys, s.r.o.**, Identification No. (IČ): 05765722, with its registered office at Jeremenkova 1021/70, Braník, 147 00 Prague 4, Czech Republic, entered in the Companies Register administered by the Municipal Court in Prague under file No. C 270373, is a **holiday trips organizer** focused on photography tours. If you decide to participate in one of our trips you will conclude a *Holiday Trip Agreement* with our travel agency (hereinafter the "**Agreement**"). Prior to the conclusion of the Agreement, i.e. before you place a binding order, please read the information provided below, information concerning our holiday trips in our catalogue and our general contractual terms and conditions that constitute an integral part of the Agreement and that are presented to you together with the information said.

Bohemian Journeys, s.r.o. (company) shall be entitled to operate a travel agency on the basis of a license granted on April 24th, 2017 by Trade Licensing Office in Prague 4.

II. Insurance

Our travel agency has taken out **guarantee insurance against bankruptcy** with Union poistovna, a.s., Identification No. (IČ): 31322051, with its registered office at Prague 2, Španělská 2, postal code 120 00. **A confirmation of the guarantee insurance against bankruptcy** constitutes an annex to this Information or an annex to the Holiday Trip Agreement or Holiday Trip Confirmation. The confirmation of the guarantee insurance against bankruptcy includes the extent of insurance proceeds and conditions for raising a client's claim. The extent of insurance proceeds and conditions for raising a client's claim are attached at the end of this document.

Please take into account that the **insurance of the guarantee against bankruptcy of a travel agency does not constitute a travel or health insurance of individual clients or insurance against costs incurred by the client in connection with his/her rescission of the Holiday Trip Agreement** (insurance of the trip cancellation). Every client can conclude travel health and injury insurance, insurance of reimbursement of health care expenses and insurance of the trip cancellation with an insurer chosen by the client at his/her own costs and liability. Our travel agency requests and strongly recommends that every client takes out travel insurance (including *inter alia* baggage insurance and insurance/supplementary insurance of photo camera(s)), as well as reasonable insurance of reimbursement of health care expenses. Our travel agency does not provide or mediate any travel insurance, health care expenses insurance, trip cancellation insurance or any other insurance (except for the above-mentioned insurance of a guarantee for the travel agency bankruptcy). We recommend that the client takes out a separate travel insurance and health care

expenses insurance for every trip and does not rely on any insurance that is a part of other services (such as from payment or credit cards) or legal insurance (if it is provided), since such insurance may be inappropriate from the viewpoint of insurance proceeds limits, restriction of insured perils (in particular in relation to your valuable photo camera(s), absence of trip cancellation insurance, etc.), impossibility to use assistance service, etc.

III. Holiday Trip, Transport and Date of Commencement and End of the Trip

Our holiday trips are described in a catalogue that is available on our website <https://www.bohemianjourneys.com/>. The catalogue contains programs of individual trips. Our travel agency provides only services stated in the catalogue and in the agreement for individual holiday trips and thus we recommend you to acquaint yourself in advance with the extent of the services provided during the trip. Our travel agency cannot guarantee due provision of services that are not stated in the catalogue or in the agreement. Our travel agency for example does not provide transport to the target destination (for more information see the text below).

Transport

Our travel agency does not provide transport to or from the country where the holiday trip takes place (hereinafter the “**Destination Country**”) due to the fact that our trips are prepared for a limited number of clients that may come from various countries and it is thus not possible or purposeful that we procure individual transport for every client. The transport to the Destination Country and to the place of the initial meeting or to the accommodation facility as well as the transport back to the country from which you arrived (including for example the journey to and from the airport, railway station, etc.) will be procured by you at your own liability. Please pay appropriate attention to the organization of the journey since if you miss your initial meeting in the Destination Country we cannot wait for individual clients and will have to start without you; in such a case, we cannot return the price you paid for the trip or provide you with a discount on the trip price. We recommend you to ascertain the possibilities and availability of the transport to the Destination Country before you place an order for our holiday trip.

If you cannot get suitable transport to the Destination Country and rescind the Holiday Trip Agreement for this reason before the trip commencement, a rescission fee shall be charged to you in the amount stated in our General Business Terms and Conditions (hereinafter the “**General Conditions**”). Therefore we recommend you to procure and reserve the transport as early as possible, while taking into consideration that our trips are always organized for a certain minimum number of participants and it may therefore happen that the trip will be cancelled by our travel agency due to an insufficient number of participants without a claim to reimbursement of the travel expenses paid by you. You may resolve this issue for example by appropriate trip cancellation insurance or by agreement with your transporter on the possibility to cancel the journey.

The transport within the framework of the holiday trip program in the Destination Country and between individual locations that you will visit within the framework of our trips is procured jointly for all trip participants unless set forth or agreed otherwise for a concrete trip. For more information see our catalogue.

Date of Commencement and End of the Holiday Trip

The date of commencement and end of the holiday trip is stated in our catalogue and in the agreement. The trip commencement date is always the day when our travel agency provides the first tourism service that is included in the trip, i.e. either a joint meeting at the place of the initial meeting or the accommodation in the Destination Country. Please keep in mind that you must be in the Destination Country and at the place of the initial meeting or at the accommodation place on the date of the trip commencement; please do not forget to take this into consideration when you plan the journey, transport and vacation. The above-mentioned facts also apply to the trip end date. **The trip commencement and end dates thus do not include the time for your transport to the Destination Country and to the place of the initial meeting or to the accommodation facility or the time for your transport back to your home or further stay.** If you are delayed we recommend you to contact our travel agency as well as the relevant accommodation facility and inform them about your delay.

Guide's Commentary Language and Photo Cameras

Our travel agency provides holiday trips in particular for photo enthusiasts and, as a rule, the guide's commentary and professional supervision when taking photographs are a part of our trips. Therefore it is important that you understand the language in which the guide's commentary will be provided; such language is always English, unless another language is expressly stated in the catalogue. If you do not properly understand the guide's commentary, the delight in the trip organized by us may be limited.

Our services do not include lending or leasing of photo cameras. The clients must therefore get and take with them their own cameras, otherwise the delight in the trip organized by us may be limited.

Visa and Passport Requirements and Physical Fitness Conditions and Formalities

Our services do not include obtaining of visas and passports or fulfilling physical fitness formalities imposed on the clients. Every client is obliged to have a valid travel document (as a rule, it is required that such document is valid for **at least** six more months after the return from the Destination Country) and is obliged to obtain at his/her own costs and liability visas and other entry requirements in the Destination Country or the countries across which the client travels, including physical fitness formalities. In this respect, we note that various countries have various restrictions for entry of foreign citizens and the client must ascertain and ensure that the conditions and requirements of the relevant country are fulfilled (certain countries do not admit to their territories foreigners who were convicted for a criminal act or a certain kind of criminal act, etc.). We recommend Czech citizens to see the website of the Ministry of Foreign Affairs of the Czech Republic (www.mzv.cz), in particular the section "*Travelling*", for information concerning requirements for visas and passports or physical fitness formalities when travelling abroad. Citizens of other countries may find information concerning the entry to and residence in the Czech Republic on the website of the Ministry of Foreign Affairs of the Czech Republic (www.mzv.cz), on the English version of the website, in particular the *Entry & Residence section*. Clients may ask for more information individually at our e-mail address; in such an event, we will exercise our best efforts to provide you with complete information. Nonetheless, please take into account that you can obtain binding and up-to-date information only from the relevant representative office or the relevant Ministry of Foreign Affairs.

Conditions for the Participation in a Holiday Trip

Clients must fulfil the following conditions for their participation in a holiday trip:

- they must take their own cameras with them;
- common physical condition for long walks;
- they must fulfil requirements for visas and passports for the stay at the destination place or other conditions for entry into the Destination Country, including physical fitness conditions and formalities;
- good knowledge of English or the language stated in the holiday trip catalogue as the guide's commentary language (unless the commentary language is expressly stated in the catalogue, such language is always English);
- at least 18 years of age and full legal capacity;
- special conditions for the trip participation stated in the catalogue.

The above-mentioned conditions must be fulfilled no later than within the trip commencement, unless the character of such conditions requires that they must be fulfilled earlier (in particular conditions for visas and passports and physical fitness conditions and formalities that must be fulfilled when entering the Destination Country). Please take into account that the above-mentioned conditions for the participation in the trip are set forth in particular for your safety, trouble-free course of the trip and maximum satisfaction of the clients.

Accommodation

The catalogue prices are always stated for one person and where the accommodation is a part of the holiday trip, the catalogue states whether one person is accommodated in one room (single or double room) or if one person is accommodated in a double room with another person. If the client is accommodated in a double room with another person, such person is chosen by our travel agency or the accommodation facility operator. If you wish to be accommodated in one room with another client (in the case of holiday trips the price of which includes a double room), it is possible to agree on such accommodation individually if you state this in your order; in such an event, the price of the trip may be different. The accommodation in individual countries may differ with regard to local customs and, for example, the quality of a three star hotel room in a country may differ significantly from a three star room in another country.

IV. Conclusion of the Agreement and Minimum Number of Participants

You can conclude a Holiday Trip Agreement with our travel agency by an order; the agreement will be concluded after you pay the advance payment and after our travel agency approves your order. The order may be placed by filling-in an order form placed on the website for a particular Holiday Trip (entry to order form via clicking „BOOK THE TOUR” button).

Please take into account that neither the catalogue nor the information on holiday trips stated on our website constitute a binding offer but only a call to make your offers and that if you merely send your order the Holiday Trip Agreement is not concluded. To conclude the Holiday Trip Agreement, it is necessary not only to send your order but the order must be accepted by our travel agency. On the

basis of properly completed and sent order we can approve your order whereby the Holiday Trip Agreement is concluded.

Our General Business Terms and Conditions constitute an integral part of the Holiday Trip Agreement; the current wording of the conditions said is published on our website at <http://www.bohemianjourneys.com/terms-and-conditions/>. The General Conditions specify the rights and obligations of the parties on the holiday trip as well as other important information that you should be acquainted with before you place your order, in particular the information on prices, method and deadlines for payment of prices, cases when the client is obliged to pay a rescission fee (including the amount thereof) to the travel agency if he/she rescinds the Holiday Trip Agreement. By placing the order, you acknowledge that you have acquainted yourself with the General Conditions as well as with this precontractual information and that you agree therewith and herewith. Therefore, please pay attention to the General Conditions. The wording of the General Conditions is presented with this information and will also be sent to you together with the approved order/trip confirmation.

Our trips are organized **for a certain minimum number of participants**. This means that if such minimum number of participants is not achieved, we can cancel the trip. The minimum number of participants and the deadline within which we inform the client that the minimum number of participants has not been achieved and that the trip may be cancelled are stated in the catalogue.

Clients are entitled to assign their agreements to a third party who fulfils the above-mentioned conditions for the participation in the trip. Our travel agency must be informed of the change of the client at least seven calendar days before the commencement of the trip; if the agreement is concluded within a period shorter than seven calendar days before the trip commencement, the deadline for delivering the assignment notice must be delivered four days prior to the trip commencement. For more conditions for a change of the client see our General Conditions.

V. Communication with Clients and Contact Data

In view of the fact that our clients come from various countries and that we do not wish to bother our clients by useless paperwork or costs, we communicate with our client in particular via e-mail to/from the following e-mail address(es):

info@bohemianjourneys.com

We will use the e-mail address that you will state in your order for communicating with you. Therefore, it is important that you inform us about any change regarding your e-mail address (including other contact data) without undue delay.

Should anything be unclear or should you have any queries or needs please do not hesitate to contact us through the following e-mail address: info@bohemianjourneys.com or on the phone number: 00420606815943.

Have a nice stay and many good experiences!

GENERAL BUSINESS TERMS AND CONDITIONS OF THE TRAVEL AGENCY BOHEMIAN JOURNEYS, S.R.O.

I. Preamble

1. These General Business Terms and Conditions (hereinafter the “**General Conditions**”) have been issued on the basis of the provisions of Section 1751 *et seq.* of Act No. 89/2012, Coll., the Civil Code, as amended (hereinafter the “**Civil Code**”) by the business company and travel agency Bohemian Journeys, s.r.o., Identification No. (IČ): 05765722, with its registered office at Jeremenkova 1021/70, Braník, 147 00 Prague 4, Czech Republic, entered in the Companies Register administered by the Municipal Court in Prague under file No. C 270373, e-mail: info@bohemianjourneys.com, tel.: 00420606815943 (hereinafter the “**Organizer**”). These General Conditions shall apply to all legal relationships arising between Bohemian Journeys, s.r.o. as a trip organizer on the one side and the client on the other side (hereinafter the “**Client**”) in connection with providing trips by the Organizer to the Client or in connection with other tourism services. These General Conditions stipulate the rights and obligations of the parties arising from a holiday trip agreement concluded between the Organizer and the Client (hereinafter the “**Agreement**”), on the basis of which the Organizer undertakes to procure a trip or other tourism services for the Client under the conditions set forth in the Agreement, these General Conditions and a catalogue and on the basis of which the Client undertakes to pay the trip price to the Organizer and to fulfil the conditions stated in the Agreement and these General Conditions. For further information on the Organizer and on trips provided by the Organizer see the Organizer’s website <http://www.bohemianjourneys.com> (hereinafter the “**Website**”).
2. These General Conditions constitute an integral part of the concluded Agreement. The contractual framework between the Client and the Organizer and the contents of the Agreement are set forth in the Agreement, trip confirmation, these General Conditions, the Information for Clients before Placing an Order and the catalogue. The Client declares by placing the order that he/she has properly acquainted him/herself with all above-mentioned documents, i.e. with the Agreement, these General Conditions, the Information for Clients before Placing and Order and the catalogue and that he/she has fully understood and agrees with the same. Where the Agreement or these General Conditions refer to an agreement, such reference is also made to these General Conditions as well as other covenants that constitute a contractual framework between the Client and the Organizer.
3. These General Conditions also include Information for Clients before Placing an Order (hereinafter the “**Precontractual Information**”), in which the Organizer provides information to the Client before concluding the Agreement and which specify the services provided. In the event of any inconsistency between the information and these General Conditions, these General Conditions shall prevail. The Organizer may update the information provided in the Precontractual Information at any time and the Organizer reserves the right to update and change the Precontractual Information.
4. Differing covenants in the Agreement shall prevail over the wording of the General Conditions. Differing covenants stated in the Agreement shall prevail over the information provided in the Precontractual Information and in the catalogue.

II. Definitions

Catalogue	Catalogue is a document describing holiday trips currently offered by the Organizer or description of the trips on the Organizer's Website. The Catalogue includes the trip program, which describes the concrete trip. Where these General Conditions refer to the Catalogue, they also refer to trip programs.
Guide	Guide is the person representing the Organizer during the trip, who is entitled to negotiate with Clients regarding usual and organizational issues concerning the course of the trip, but not regarding a change of the contractual conditions. The Guide is also the Organizer local representative.
Holiday Trip	Holiday Trip is a set of tourism services provided by the Organizer to the Client under the Agreement.
Client	Client is a person who concluded an Agreement or in favour of whom the Agreement was concluded. Client is also a person to whom the Agreement was transferred or assigned or a person who entered into the Client's rights and obligations.

III. Order, Conclusion of the Agreement, Trip Confirmation, Detailed Instructions and Advance Payment

1. The Agreement is concluded by approving the Client's order by the Organizer (order acceptance) and by sending it to the Client's e-mail address stated in the order (hereinafter the "Client's e-mail" or „e-mail address of the Client"); sending a trip confirmation is also considered as an order acceptance by the Organizer. The Client shall make the order with remote communication means - by filling-in an order form placed on the Organizer's Website for a particular Holiday Trip (entry to order form via clicking „BOOK THE TOUR" button at the section of the particular Holiday Trip section on the Website, which starts the order form process), which guides the Client through each step, where the Client fills in information necessary to make the order. After the approval of all the data entered, the consent with the General Conditions, the acknowledgment of the Precontractual Information and the acknowledgment of the Information on the personal data processing (by marking the particular consents), a properly completed order can be sent by clicking the "Submit Order" button (hereinafter the "order"); the Client shall be obliged to acquaint him/herself with all said documents before placing the order. The order is, by clicking the "Submit Order" button, sent to the Organizer for processing and the order number will be assigned to the order, which will serve as identification for possible solution of ambiguities, queries, identification of payments, etc. An order properly placed is conditional on filling in all obligatory data and particulars stated in the order form, confirmation of consent with the General Conditions, the acknowledgment of the Precontractual Information and the acknowledgment of the Information on the personal data processing; without such order particulars the order system need not allow to finish the order or the Organizer need not consider the order as properly filled in. The Organizer shall not accept any other forms of placing an order, unless the Organizer expressly agrees otherwise with the Client in a concrete case. An automatically sent notification of receiving an order is not considered to be an acceptance of the

order referred to in the following paragraph of these General Conditions and does not result in the conclusion of the Agreement. If the order is not duly filled in, the Organizer shall send a communication and request to the Client that the Client completes the order to the Client's e-mail address; the original order shall not be taken into account, unless the parties agree otherwise. The Organizer shall reserve the right to verify the order rightfulness at any time in particular by verifying by phone the identity of the person who placed the order. Should any inadequacy be discovered, the Organizer shall be entitled to reject the order.

2. Where the Client sent a properly filled order and if there is a place available for the participation in the trip, the Organizer shall send without undue delay the approved order to the Client's e-mail with these General Conditions, Precontractual Information, Information on the personal data processing, Confirmation of Insured Warranty in the Case of Bankruptcy, instructions for paying the advance in the amount set forth in the Catalogue (hereinafter the "Payment Instructions" and "Advance Payment" or "Advance") and the **trip confirmation** (hereinafter „trip confirmation"). The trip confirmation serves as proof of the conclusion and content of the Agreement.
3. The Client shall be obliged to **pay the Advance no later than within seven calendar days** following the date of the delivery of the Payment Instructions; in case that the Advance is not paid within thirty calendar days following the date of sending the Payment Instructions to the Client's email and the parties do not agree otherwise within that period (for example, to extend the period for payment of the Advance), the Agreement ceases to exist (is terminated) with the expiration of the mentioned period and without further procedure. In such an event, the Organizer shall return the already paid amount to the Client to the bank account from which the amount was sent to the Organizer, and the Client shall take into account that the Organizer may sell the trip place to another Client without further procedure; the Organizer shall inform the Client of the fact that the Agreement ceased to exist and of the return of the already paid amount by a communication to be sent to the Client's e-mail.
4. Where the order is placed within a deadline shorter than thirty calendar days before the trip commences, the Client shall be obliged to pay the full price of the trip no later than within seven calendar days following the date when Payment Instructions were sent to the Client. Should the trip commence earlier than seven calendar days following the date when the order was sent, the Client shall be obliged to pay the full price of the trip no later than before the trip commences.
5. The Client shall take into account that the Agreement is not concluded or a place for the participation in the trip is not reserved on the grounds of the mere fact that the order was sent to the Organizer; the Client shall not acquire any rights or claims *vis-à-vis* the Organizer by the mere fact that the Client sent the order to the Organizer. The parties have expressly excluded the application of the provisions of Section 1732(2) of the Civil Code.
6. No later than within seven calendar days before the trip commences, the Organizer shall deliver **detailed instructions** to the Client's e-mail specifying in particular the place and time of the initial meeting, name and surname, address, telephone number and the guide's telephone number and e-mail address, address and telephone number of the diplomatic mission as well as other information where necessary. Together with such detailed instructions, the Organizer shall also send to the Client a voucher for accommodation or other services within the framework of the trip and, as the case may be, other documents where necessary. Detailed instructions including other documents shall be sent to the Client's e-mail address; no special costs shall be incurred with this method of delivery.

IV. Holiday Trip and Conditions for the Participation in the Trip

1. Within the framework of the trip, the Organizer shall only provide services expressly specified in the Catalogue, in the Agreement or in the trip confirmation. **The Organizer shall not provide, procure or mediate Clients' transport to the destination or transport of Clients back to their homes or any other destination after the trip ends.** The Client shall be solely liable for the method and selection of the transport to the destination and back and the Organizer shall not be liable for the Client's late arrival to the destination or for the Client's late return after the trip ends. The Client shall be obliged to arrive to the destination at its own liability and costs, i.e. to the place of the initial meeting or to the accommodation facility on the day and at the time of the trip commencement; the place of the initial meeting and precise time of the trip commencement shall be specified in the detailed instructions; the trip commencement date and the trip end date shall be specified in the Catalogue and in the trip confirmation. The Organizer shall not be obliged to wait with providing the services within the framework of the trip for the Client if the Client arrives late to the concrete trip destination at the precise time of the trip commencement; in such events, the Client shall not be entitled to request a discount on the trip price, remedy or substitute trip, to rescind the Agreement or to request any other claims or performance from the Organizer. The trip commencement shall mean the provision of the first service within the framework of the trip on the trip commencement date, in particular when the Client meets the Guide at the place of the initial meeting or commencement of the accommodation at the agreed accommodation facility. The Organizer shall procure the local joint transport for the trip participants at the destination; such transport, however, does not include individual transport of individual clients from and to the airport, railway station or any other places before the trip commences or ends. The trip ends after the last tourism services were provided by the Organizer.
2. **The Organizer shall not provide, take out or mediate the Clients' travel insurance or health care expenses insurance or insurance against costs incurred by the Client in connection with his/her rescission of the Agreement.** The Client shall be obliged to take out his/her own travel insurance and health care expenses insurance at his/her costs and liability. It is recommended that the Client takes out insurance to cover the costs incurred by the Client in connection with his/her rescission of the Agreement.
3. **The Organizer shall not provide, procure or mediate fulfilment of the Client's visa and passport obligations or his/her fitness conditions and formalities.** The Client shall be obliged to fulfil on time the necessary visa and passport obligations and fitness conditions and formalities on time at his/her costs and liability and if he/she fails to do so and will thus not be able to participate in the trip or will not be admitted to the Destination Country, he/she shall not be entitled to request a discount on the trip price, remedy or substitute trip, to rescind the Agreement or raise any other claims *vis-à-vis* the Organizer or performance to be rendered by the Organizer.
4. The Client must fulfil the following conditions for the participation in the trip:
 - his/her own photo camera that the Client shall take with him/her;
 - common physical fitness for long walks;
 - fulfilment of visa and passport requirements for the stay at the destination or other conditions for entry to the country where the trip takes place (hereinafter the "**Destination Country**"), including fitness conditions and formalities;
 - good knowledge of English or any other language that is stated in the trip Catalogue as the guide's commentary language (where the commentary language is not expressly stated in the Catalogue, such language shall always be English);
 - at least 18 years of age and full legal capacity;
 - special conditions for the participation in the trip stated in the Catalogue.

5. Should the Client fail to fulfil the conditions for the participation in the trip, the Organizer shall be entitled to rescind the Agreement. Where the fact that the Client fails to fulfil the conditions for the participation in the trip transpires after the trip commences and the failure to fulfil the conditions for the participation in the trip jeopardizes the quality of the good trip experience for the other Clients or if it complicates the course of the trip, the Organizer shall be entitled to exclude the Client who does not fulfil the conditions for the participation in the trip from the participation in the trip; the excluded Client shall not be entitled to receive returned price paid or to request a discount on the trip price, remedy or a substitute trip, to rescind the Agreement or request any other claims or performance from the Organizer. The Client shall be obliged to inform the Organizer without undue delay of the fact that he/she failed to fulfil the conditions for the participation in the trip. By placing the order, the Client declares that he/she has fulfilled all conditions for the participation in the trip. By placing the order, the Client declares that he/she has fulfilled all conditions for the participation in the trip or that such conditions shall be fulfilled no later than upon the trip commences, unless such conditions set forth that they must be fulfilled earlier (in particular visa and passport conditions, physical fitness conditions and formalities that must be fulfilled no later than upon the entry to the Destination Country).
6. Holiday trips organized by the Organizer shall also be conditional on achieving the determined minimum number of participants. The Organizer shall be entitled (but not obliged) to cancel the trip if the minimum number of participants is not achieved. The minimum number of participants is stated in the Catalogue. The Organizer shall be obliged to inform the Client that the trip was cancelled due to the fact that the minimum number of participants was not achieved no later than within 30 days before the trip commences.
7. Where the trip includes **accommodation**, it shall be procured in compliance with legal regulations of the country in which the accommodation is provided. The Client shall take into account that the accommodation facility operator shall determine the concrete room for the Client's accommodation. Where the Catalogue contains photographs of the rooms in the accommodation facility, such photographs need not show the concrete room in which the Client will be accommodated; the individual rooms in the accommodation facility may differ.
8. In the case of **all-inclusive** trips, it is necessary to pay for certain drinks or meals (for example for expensive alcoholic drinks, etc.). The standard board does not include drinks. Where a minibar is available at the accommodation facility, consumption of drinks from the minibar is payable extra pursuant to the accommodation facility price list; such drinks are not included in the trip price.
9. The Client shall be obliged to keep any valuables, valuable equipment, important documents and large sums of cash in the safe at the accommodation facility; the Organizer or the accommodation facility operator shall not be liable for lost items that are not kept in the safe.
10. The Organizer does not admit any animals to participate in the trip for safety and hygienic reasons.

V. Price and Payment Conditions

1. The information on holiday trips and the prices stated in the Organizer's Catalogue shall be binding except for errors and inadequacies; the Organizer shall reserve the right to correct potential errors and inadequacies, even after the Client sends an order. The Catalogue prices shall be stated in Euros and shall include all taxes and fees, unless otherwise stated. The Catalogue prices shall be calculated for one person. Where the trip includes accommodation, a double- or single room for one person or a double room for two persons shall be included in the price pursuant to the information contained in the Catalogue. Where a double room for two persons is stated in the Catalogue for the trip, the Client shall be accommodated with another Client, who shall be chosen by the Organizer or the accommodation facility operator, to which the Client shall give his/her consent. Where the Client wishes to be accommodated with another Client in one room (in the case of trips the price of which includes a single room) or where the

Client wishes to stay alone in the room (in the case of trips the price of which includes a room for two persons), this can be agreed individually if the Client states this in the order; in such an event, the price of the trip may differ from the Catalogue price, of which the Client shall be informed by the Organizer.

2. The Catalogue prices shall only include the tourism services expressly stated in the Catalogue, unless otherwise set forth. Where the Client ordered any extra optional services that are offered by the Organizer, the price of such extra services shall not be included in the Catalogue price and the total trip price shall be the sum of the Catalogue price and the price for the extra services; the price so calculated shall be the base for the calculation of the rescission fee and the Advance Payment. The Catalogue prices shall also not include, in addition to the performance and items stated in these General Conditions, the following:
 - a) local taxes and fees payable at the destination (in particular resort taxes or fees);
 - b) payments for the final cleaning at the accommodation facility if it is a standard practice in the Destination Country that such fee shall be paid in addition to the accommodation price;
 - c) extra or optional services provided at the accommodation facility.
3. The Client shall be obliged to pay the total trip price within the deadline set forth in the Catalogue and in the Agreement; the Catalogue or the Agreement may set forth that the payment shall be made in several instalments. Unless the price due date is set forth in the Catalogue or in the Agreement, the total price shall be payable no later than within 30 days before the trip commences. The Client shall only be entitled to receive the Organizer's tourism services provided he/she paid the entire total price of the trip. Should the Client fail to pay the entire total price of the trip before the trip commences, the Organizer shall be entitled to exclude the Client from the trip. Unless otherwise expressly stated hereinbelow, the term "price" shall mean the total trip price.
4. The Client may only pay the price by interbank transfer to the Organizer's bank account stated in the payment instructions. Any other payments methods shall not be possible. The Organizer shall not request any fees depending on the method of payment; all bank fees or fees connected with the currency exchange shall be paid by the Client. The payment is made after the relevant amount is credited to the Organizer's bank account.
5. The Organizer shall be entitled to rescind the Agreement if the Client is in default in paying the price or a portion thereof or if he/she is in default in making any other payment under the Agreement; in such an event, the Client shall be obliged to pay a rescission fee to the Organizer in the amount pursuant to Article IX, paragraph 2 of these General Conditions.
6. If the Organizer provides a discount on holiday trips or if the trip offered price is reduced after the execution of the Agreement, the Client may not seek such discount and shall not be entitled to a discount on the price or any other performance.
7. The Organizer may unilaterally increase the trip price if within the twenty-first day before the trip commences (i) the transport price, including fuel prices; (ii) transport-related prices such as airport, harbour or any other fees included in the trip price; or (iii) the Czech crown exchange rate used to determine the trip price increase by more than 10% on average. The price increase shall be calculated as follows:
 - a) If the transport price, including the fuel prices, is increased, the Organizer shall be entitled to increase the trip price by the amount equalling the difference between the actual transport costs and the transport costs calculated within the framework of the trip organization (calculated costs of fuel shall be stated as a percentage of the Catalogue trip price).
 - b) If the payments connected with the transport, such as airport, harbour or any other fees included in the trip price are increased, the Organizer shall be entitled to increase the trip price by the amount by which the price of such payments is increased for the relevant trip.

c) If the Czech crown exchange rate is increased, the Organizer shall be entitled to increase the trip price by the amount equalling the difference between the trip price pursuant to the Czech crown exchange rate as of the first day of the sixth calendar month preceding the month in which the trip is commenced (for example if the trip is commenced on 14 September, the exchange rate decisive date shall be 1 March) and the price pursuant to the current exchange rate; exchange rates announced by the Czech National Bank (current as well as retroactive available at www.cnb.cz) shall be used to determine and compare the exchange rates.

The day decisive for the calculation of the transport costs, i.e. the day stated in the Catalogue, shall be used to calculate the price increase pursuant to the above-mentioned points a) and b).

The Client shall be obliged to pay the price difference no later than within seven calendar days following the delivery of the notice of the trip price increase, otherwise the Organizer shall be entitled to rescind the Agreement.

VI. Change and Assignment of the Agreement

1. The Organizer shall be entitled to propose a change of the Agreement to the Client before the trip commences if the external circumstances independent of the Organizer's will or a force majeure event so require. Should the trip price be changed as a result of a change of the Agreement, the Organizer shall state the new trip price in the proposal. If the Client does not agree with the change of the Agreement, he/she shall be entitled to rescind the Agreement; if the Client does not rescind the Agreement within the deadline stated in the proposal for the change of the Agreement, which deadline must not be shorter than five calendar days (and must expire before the trip commences), it shall be deemed that the Client agrees with the change. If the Client agrees with the change of the Agreement, he/she shall be obliged to pay the price difference no later than within ten calendar days following the delivery of the proposal for the change of the Agreement, otherwise the Organizer shall be entitled to rescind the Agreement. If the Client does not agree with the change of the Agreement, the Organizer shall be entitled to cancel the trip or to rescind the Agreement.
2. The Client shall take into account that the schedule of individual activities within the framework of the trip and the place and precise time of the initial meeting as stated in the catalogue or in the trip confirmation are only informative and the Organizer shall reserve the right to change or specify such data on the organizational and safety reasons and pursuant to weather conditions. The Client shall take into account that the Organizer shall reserve the right to make other less significant changes in the services provided and that such changes or changes in the trip program shall not be considered as a change of the Agreement pursuant to the preceding paragraph of this article of these General Conditions and that such changes shall not constitute grounds for the rescission of the Agreement without payment of the rescission fee or grounds for discounts on the trip price.
3. Where it is impossible to provide the agreed service due to circumstances independent of the Organizer's will or due to a force majeure event after the trip commences, the Organizer shall be entitled to procure the performance to be rendered under the Agreement by rendering substitute performance if the Organizer is capable to render such performance and if unreasonable costs are not incurred in connection therewith, including rendering a lower-quality performance; this shall also apply for example in the event that the originally agreed accommodation facility does not enable to accommodate the Client or if it is necessary to change the local transport service, etc. The provisions of paragraph 1 of this article of the General Conditions shall not apply.
4. The Client shall be entitled to assign the Agreement to a third party who has fulfilled the conditions for the participation in the trip. The change of the Client shall become effective *vis-à-vis* the Organizer if the Client (assignor) delivers at least within seven calendar days before the

trip commences an assignment notice to the Organizer together with a declaration of the new Client (assignee) that the new Client agrees with the concluded Agreement and he/she fulfils or shall fulfil the conditions for the participation in the trip; where the Agreement is concluded within a period shorter than seven calendar days before the trip commences, the deadline for the delivery of the assignment notice shall be four days before the trip commences. The assignor and the assignee shall be committed jointly and severally to pay the trip price, rescission fee (if a claim to the rescission fee arises) and an administrative fee for the Client change in the amount of EUR 50 and to reimburse the costs incurred by the Organizer in connection with the Client change (for example in connection with a change of reservations at the accommodation facility, etc.); the administrative fee and the costs of the Client change shall be payable within seven calendar days following the delivery of the request for payment of such fee and costs, no later, however, than within the trip commencement date.

VII. Rights and Obligations of the Organizer

1. In addition to the obligations set forth in these General Conditions, by law and in the Agreement, the Organizer shall be obliged:
 - to provide all services that are a part of the trip to the Client; the services shall be provided duly and in the quality agreed;
 - to inform the Client of any facts of which the Organizer is aware and that relate to the trip or the services provided;
 - to inform the Client of potential changes of the services provided;
 - to provide assistance to the Client if the Client is in troubles after the trip commences; the Organizer shall be entitled to reimbursement for purposefully incurred costs that the Organizer incurred in connection with the assistance provided to a Client in troubles unless such troubles were caused by breaching the Organizer's obligations; the Client shall be obliged to reimburse such costs to the Organizer no later than within seven calendar days following the delivery of a request for the payment of such costs;
 - to provide a document to the Client on the warranty insurance against the travel agency bankruptcy.

VIII. Rights and Obligations of the Client

1. In addition to the obligations set forth in these General Conditions, by law and in the Agreement, the Client shall be obliged:
 - to arrive on time at the place of the initial meeting at the time of the trip commencement;
 - to take out the appropriate travel insurance and insurance of health care expenses throughout the trip, including insurance of the photo camera(s) (the Organizer shall not be liable for the safety of the Client's camera(s));
 - to fulfil all passport and visa requirements of the Destination Country and to fulfil all physical fitness conditions and formalities;
 - to comply with all local laws and customs of the Destination Country;
 - to comply with the organizational and safety instructions of the Organizer, guide and persons providing services within the framework of the trip;
 - to refrain from disturbing other Clients or accommodated persons by his/her inappropriate conduct and behavior during the trip (such as delayed arrival in the case of departure to a concrete location, consumption of alcoholic drinks or intoxicating substances, verbal or any other bothering or annoying other Clients or the guide, disturbing night silence, etc.);

- to comply with the accommodation rules and rules of the accommodation facility;
- to immediately inform the guide of any trip shortcomings so that such shortcomings may be removed on the spot;
- to duly pay the trip price to the Organizer, including other payments according to the Agreement;
- to immediately inform the guide of any facts that might affect his/her further participation in the trip (such as absence from certain activities, health limitations, etc.);
- to provide cooperation to the Organizer as necessary for due providing and receiving services as well as potential complaint handling;
- to act so that any detriment or damage is prevented, to hinder detriment or damage and if detriment or damage is incurred, to reimburse the same;
- to inform the Organizer in the order of the Client's special or unusual requirements (should the Client fail to do so, he/she cannot claim such requirements or non-compliance with such requirements to his/her benefit; if the character of the Client's requirements does not allow that services are provided to the Client without unreasonably high costs, the Organizer shall be entitled to rescind the Agreement or not to accept the order; where the Organizer incur increased costs in connection with specific or unusual Client's requirements ,that the Client failed to state in the order, the Organizer shall be entitled to reimbursement of the costs purposefully incurred in connection with such performance in connection with the Client's special or unusual requirements and the Client shall be entitled to reimburse such costs to the Organizer no later than within seven calendar days following a request for such reimbursement; the Organizer is also entitled to claim a deposit for such costs prior to the commencement of performance in connection with such Client's requirements and is not obliged to provide such performance before paying an advance).

IX. Rescission of the Agreement and Cancellation of the Trip

1. The Client shall be entitled to rescind the Agreement without giving a reason at any time before the trip is commenced.
2. Where the Client rescinds the Agreement, he/she shall be obliged to pay a rescission fee to the Organizer in the amount set forth pursuant to the moment of the rescission:
 - within a period of more than thirty calendar days prior to the trip commencement: in the amount of the Advance Payment;
 - within the period of thirty to fifteen calendar days prior to the trip commencement: in the amount of 50% of the trip price;
 - within the period of fourteen to eight calendar days prior to the trip commencement: in the amount of 75% of the trip price;
 - within the period of seven and less calendar days prior to the trip commencement: in the amount of 100% of the trip price.

The date when the rescission takes effect shall be decisive for the calculation of the rescission fee.

3. The Client shall not be obliged to pay the rescission fee if (i) the reason for the rescission is the Client's disagreement with a change of the Agreement proposed by the Organizer; or (ii) the reason for the rescission is the Organizer's failure to provide a substitute trip to the Client if the trip was cancelled. The Client shall be obliged to pay the rescission fee in the above-mentioned amount in the event that the Organizer rescinded the Agreement due to the fact that the Client breached his/her obligations. Failure to make any payment under the Agreement within the due date or the fact that the Client does not fulfil the conditions for the participation in the trip shall also be considered as a breach of the Client's obligation.
4. The Organizer shall be entitled to rescind the Agreement in the following events:

- a. if the Client breaches his/her obligation arising from the Agreement;
- b. if the Client fails to make any payment under the Agreement within the due date;
- c. if the Client fails to fulfil the conditions for the participation in the trip; or
- d. if it is set forth by these General Conditions or the Civil Code.

The above-mentioned failures shall not affect the right to exclude the Client from the participation in the trip in the course of the trip pursuant to the conditions of Article IV, paragraph 11 of the General Conditions.

5. The Agreement shall be terminated by the rescission of the Agreement. The rescission of the Agreement shall take effect upon delivery of the rescission notice to the other party. The rescission must be given duly, comprehensibly and in writing and must be sent to the other party's e-mail address or by registered mail. If the Client does not arrive or does not participate in the trip (regardless of the reason), such fact shall not be considered as rescission. If the Client does not arrive or does not participate in the trip or if the Client does not use individual services within the framework of the trip (not on the grounds of the Organizer's breach of its obligation), the Client shall not be entitled that the paid price is returned to him/her or the right to request a discount on the trip price or to request any other claims or performance from the Organizer.
6. If the Client rescinds the Agreement in the event when the Client is accommodated in a room with another Client as agreed with the Organizer, the Client shall be obliged to pay the difference in the Organizer's costs.
7. The Organizer shall be entitled to cancel the trip if the minimum number of participants is not achieved. The Organizer shall be entitled to cancel the trip due to force majeure circumstances for which it is impossible to carry out the trip or if unreasonably increased costs were incurred in connection therewith, in particular in the case of safety risks at the trip location, natural disasters, etc. In such cases, the Client shall not be entitled to compensation for damage or any sanction payments.
8. Should the Organizer cancel the trip within a period shorter than twenty calendar days before the trip commences, the Organizer shall pay a penalty to the Client in the amount of 10% of the trip price; this shall not apply (i) if the Organizer cancelled the trip due to the fact that the minimum number of participants was not achieved; (ii) if the Organizer cancelled the trip due to the Client's breach of his/her obligations; or (iii) if the trip was cancelled on the grounds of a force majeure event.
9. If the Client rescinds the Agreement since he/she does agree with a change of the Agreement proposed by the Organizer or If the Organizer cancelled the trip on the grounds other than a breach of the Client's obligation, the Organizer shall offer a substitute trip to the Client corresponding to what was originally agreed if the Organizer is able to offer such trip. If the Organizer agrees on a substitute trip with the Client, the Organizer shall not be entitled to increase the price even if the quality of the substitute trip is higher. If the quality of the substitute trip is lower, the Organizer shall pay the price difference to the Client. If the Organizer and the Client agree on a substitute trip, the payments of the price of the cancelled trip made by the Client shall be considered as payments of the price of the substitute trip.
10. If the Organizer rescinds the Agreement or cancels the trip, the Organizer shall be obliged to return the paid trip price or a portion of the trip price to the Client reduced by the rescission fee to which the Organizer is entitled no later than within ten calendar days; the Organizer shall be obliged to inform the Client of the rescission fee statement and that the rescission fee was offset. Should the rescission fee be higher than the Advance Payment so far paid by the Client and the payments in respect of the trip price, the Client shall be obliged to pay the difference within ten calendar days following the delivery of the statement to the Client.
11. The Organizer shall be entitled to exclude the Client from the participation in the trip after the trip commencement in the following events:
 - a. the Client failed to pay the entire trip price before the trip commencement;
 - b. the Client fails to comply with the organizational and safety instructions of the Organizer, guide or persons providing services within the framework of the trip;

- c. the Client breached local laws and customs of the Destination Country;
- d. the Client disturbs other Clients or accommodated persons by his/her inappropriate conduct or behavior during the trip (such as delayed arrival for departure to concrete locations, consumption of alcoholic drinks or intoxicating substances, verbal or any other bothering or annoying other Clients or the guide, disturbing night silence etc.); or
- e. the Client breaches the accommodation rules and rules of the accommodation facility.

If the Client is excluded from the participation in the trip, the Client shall not be entitled that the paid price is returned to him/her or to request a discount on the trip price or any other claims or performance from the Organizer.

X. Complaints and Trip Defects

1. If the trip does not have the qualities agreed or qualities about which the Organizer expressly assured the Client in the Agreement or in the Catalogue, the Organizer shall be obliged to ensure remedy if the Organizer is capable of doing so and if unreasonable costs are not incurred in connection therewith. If it is impossible to ensure that the trip continues otherwise than through providing tourism services of a quality lower than that set forth in the Agreement, the Organizer shall return the price difference to the Client. If the Organizer ensures that the trip continues with higher costs, then such costs shall be borne by the Organizer, unless otherwise agreed between the Organizer and the Client.
2. The Client shall be obliged to inform the Organizer of the trip defects (i.e. to raise a complaint concerning such defects) immediately on the spot so that the Organizer may remove such defects on the spot. If the Organizer fails to remove the trip defects within a reasonable deadline determined by the Client, the Client may arrange for remedy by him/herself and the Organizer shall reimburse the Client for purposefully incurred costs. The Client, however, shall not be entitled to reimbursement of purposefully incurred costs if the Client failed to notify the Organizer of the defect on time or if he/she did not determine a reasonable deadline for the defect removal. The deadline for the defect removal shall not be necessary if the Organizer rejected to arrange for defect removal or if immediate defect removal is required with regard to the Client's special benefit.
3. In the case of any complaint, the Client shall be obliged to prepare a written complaint protocol on the spot with the guide or the accommodation facility operator or any other service provider if the guide is not available. Every complaint must be raised seriously, comprehensibly and specifically. Where the guide or the accommodation facility operator or any other service provider rejects to sign or prepare a complaint protocol, the Client shall be obliged to immediately inform the Organizer of such fact. Complaints raised after the trip ends must be in writing and it must include the information about the character of the trip defect and what the Client seeks. Documents that certify the defect existence must be attached by the Client to the written complaint or complaint protocol (such as photographs, affidavits of other trip participants, statement of the accommodation facility operator or any other service provider, etc.), otherwise the Client exposes him/herself to the risk that the defect existence will not be proven and that the complaint cannot be duly negotiated. The Organizer shall be obliged to provide a confirmation to the Client of the complaint raised (unless a complaint protocol was prepared) and to negotiate the Client's complaint no later than within 30 days following the date when the complaint was raised and inform the Client of the result of such negotiations within said deadline.
4. If the trip has a defect and if the Client raised a complaint regarding such defect without undue delay and the Organizer failed to remove such defect within a reasonable deadline during the trip, the Client shall be entitled to a reasonable discount on the price in respect of the extent and duration of the defect. If the Client failed to raise a complaint regarding the defect

immediately through his/her own fault, but no later than within one month following the trip end (and in the event that the trip was cancelled, then within one month following the date when the trip was to have been terminated), a court shall not recognize the right to the Client to a discount on the price if the Organizer raises an objection on the grounds of the Client's failure to exercise its right on time.

5. The Organizer shall fulfil its obligations arising from the Agreement without regard to who provided individual services within the framework of the trip. The Organizer, however, shall not be liable for any services that are not included in the trip, i.e. in particular services that the Client agreed with another provider or any services that are not expressly stated in the Catalogue or in the Agreement. When assessing the complaints, local customs and conditions shall always be taken into account.
6. The Client shall be liable for any damage or detriment that the Organizer incurred as a result of an obligation breached by the Client.
7. In addition to compensation for damage for breaching the Organizer's obligation for which the Organizer is liable, the Client shall also be entitled to a damage arising from disturbing the holiday, in particular if the trip was fully thwarted or significantly shortened. The rescission of the Agreement or exercise of the right arising from defective performance shall be without prejudice to the Client's right to compensation for damage or detriment. The statute of limitation concerning the right to compensation for damage or detriment shall expire within the deadlines set forth by the Civil Code. Where the Client does not raise a claim to compensation for damage or detriment within the deadlines set forth by the Civil Code through litigation, the court shall not recognize such right, unless the Organizer raises an objection on the grounds of expiry of the statute of limitations. Where an international treaty by which the Czech Republic is committed allows a restriction of the amount of compensation for damage incurred due to a breached obligation arising from the Agreement, the Organizer shall only provide compensation for such damage up to the amount of such restriction; this shall not apply if the damage was caused intentionally or due to gross negligence.
8. The Client shall take into account that all activities within the framework of the trip, in particular during visits and moving at individual photo locations require necessary carefulness and that the Client shall perform such activities at his/her own risk and the Organizer shall not be liable for any detriment or damage incurred by the Client by his/her carelessness or inappropriate procedure or moving.

XI. Other and Final Provisions

1. The Agreement and all legal relationships arising therefrom, including precontractual relationships, shall solely be governed by the laws of the Czech Republic. Any disputes that may arise on the basis of the Agreement or from contractual negotiations or in connection with the Agreement shall be resolved solely pursuant to the laws of the Czech Republic by the competent courts of the Czech Republic. If the Client is not a Czech citizen or does not have permanent residence in the Czech Republic and if legal regulations so allow, the parties have agreed on the competence of courts of the Czech Republic and on the local competence of the District Court for Prague 4, Judicial Premises Na Míčánkách, 28. pluku 1533/29b, Prague 10, Czech Republic for potential disputes that may arise on the basis of the Agreement or from precontractual negotiations or in connection with the Agreement. The Organizer undertakes to preferably seek extra-judicial resolution of disputes with the Client unless the Client rejects such arrangement.
2. The Client and the Organizer shall be obliged to inform each other without undue delay of any change of the addresses for delivering documents under the Agreement, including e-mail addresses, as well as other contact data stated in the Agreement; a change of such data shall become effective *vis-à-vis* the other party upon the delivery of the notice, unless a later date is stated in the notice; the Organizer may fulfil its duty to inform the Client on a change of the

delivery addresses by announcing such change on its website. In such a case, the change shall become effective *vis-à-vis* the Client upon the change is published on the website. All notices that must be delivered pursuant to the Agreement may be made either in writing by registered mail, in person with a written confirmation of the receipt by the other party or via e-mail. The communication via e-mail shall be considered as written communication. Every e-mail message sent to the other party's e-mail address shall be considered delivered no later than on the third day following the date when it was sent, unless the message receipt is confirmed earlier (for example by a reply to such message). The Client and the Organizer shall be obliged to confirm the delivery of the e-mail message if the other party so requests. Every consignment sent by registered mail that was not collected by the other party or the receipt of which was rejected shall be considered delivered on the third day following the date when it was dispatched by the relevant party.

3. Where the Client is a consumer, the legal relationships that are not stipulated in the Agreement and these General Conditions shall be governed in particular by the Civil Code, Act No. 159/1999, Coll., on Certain Business Conditions and on the Performance of Certain Activities in the Field of Tourism (hereinafter the "**Tourism Act**"), and by Act No. 634/1992, Coll., on the Protection of Consumers, as amended (hereinafter the "**Consumer Protection Act**"). Where the Client is not a consumer, the relationships that are not stipulated in the Agreement and these General Conditions shall be governed in particular by the Civil Code and the Tourism Act.
4. The supervision over the compliance with the obligations pursuant to the Consumer Protection Act shall be performed by the Czech Trade Inspectorate. If the Client is a consumer, the Client may use a dispute resolution platform that is established by Czech Trade Inspectorate, Central Inspectorate – ADR Department, Štěpánská 15, 120 00 Prague 2 (<http://www.coi.cz>). If the Client is a consumer and an EU resident and if the Agreement was concluded online or if the Organizer's services were ordered online, the Client may also use an online dispute resolution platform that is established by the European Commission on <http://ec.europa.eu/consumers/odr/>. The Organizer shall be entitled to operate the travel agency on the basis of a Trade Authorization (licence). The supervision over the fulfilment of the obligations set forth by the Tourism Act shall be performed by the relevant Trade Licensing Office and the Ministry for Regional Development.
5. The Client agrees with using remote communication means when concluding the Agreement. The costs incurred by the Client in connection with using remote communication means in connection with the conclusion of the Agreement and communication with the Organizer (such as costs of the Internet or costs of telephone calls) shall be borne by the Client. The costs of remote communications means shall not differ from the basic rate (in the case of the Internet or telephone connection in accordance with the conditions of the Client's operator). The Organizer shall not charge any other fees in connection with using remote communication means.
6. Should any part of the Agreement or these General Conditions become null and void, invalid or unenforceable, such nullity, invalidity or unenforceability shall be without prejudice to the validity of the remaining parts of the Agreement or these General Conditions and the parties undertake to replace such defective part of the Agreement or these General Conditions by a faultless covenant so that the purpose of the defective provisions is fulfilled, if the law so permits.
7. These General Conditions shall take effect on 25th May, 2018.

Policy number **11-65333**

CERTIFICATE OF TRAVEL BOND INSURANCE POLICY

Insured: Bohemian Journeys, s.r.o., Slezská 1466/39, 130 00 Prague 3 - Vinohrady, Czech Republic
Identification Number 057 65 722
Tax identification Number CZ 057 65 722

Insurer: Union poisťovňa, a.s., Karadžičova 10, 813 60 Bratislava, Slovak Republic
the branch for Czech Republic, Španělská 770/2, 120 00 Prague 2 – Vinohrady, Czech Republic
Identification Number 242 63 796
Tax identification Number CZ 683 015 587

Beneficiary: client of the insured
Insured period: from 01.01.2024 to 31.12.2024

The insurance cover applies to tours and tour vouchers sold during the validity of the insurance policy. The insurance also covers the tours (including the tour vouchers) sold before the insured period, if the tour is realized during the insured period.

Insured risk: the bankruptcy of the insured, due to which the loss will occur.

The insured event is the bankruptcy of the insured (travel agency), due to which the travel agency:

- shall not repatriate the client, or
- shall not pay back the advance payment paid by the client for the tour or the price of the tour including the price of the tour voucher in case that the tour was not realized,
- shall not pay the difference between the paid price for the tour and the price of the partially provided tour, if the tour was provided partially.

Pursuant to the Act No. 159/1999 Coll., Terms and conditions and Insurance policy, the insurance policy covers claims against the travel agency **Bohemian Journeys, s.r.o. up to the amount of CZK 700 000**, for tours and tour vouchers.

The insurer is obliged to indemnify the claims of the clients up to the agreed limit. If the amount of all claims exceeds the sum insured, or the rest after the repatriation had been paid during the insured period, Union will pay the indemnification in the whole amount after the difference between justifiable claims of the clients and the limit of the indemnification will be paid from the guarantee fund to the insurer.

Claims can be reported in writing at the address indicated above, by e-mail: union@unionpojistovna.cz or telephonically during the business hours at the telephone number: 844 111 211, +421-2-208 15 911, or +421/904 895 605.

The client is obliged to present their claim within 6 months from the date when the loss occurred, otherwise the claim indemnification will not arise.



stamp and signature of the insurer

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INFORMATION ON PROCESSING PERSONAL DATA

Our company processes some personal data of customers or potential customers, contractual partners, and visitors of our website (www.bohemianjourneys.com), hence it is deemed a personal data controller. Our company takes privacy protection very seriously, so we hereby inform you, as a data subject, of personal data processing and of your rights related to their processing. If necessary or if the circumstances change, this information may be updated via our website in the Privacy Policy section. Personal data are processed in compliance with Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as the “**Regulation**”).

We are the controller of your personal data, how can you contact us?

Our company **Bohemian Journeys, s.r.o.**, ID No: 05765722, registered office at Jeremenkova 1021/70, Braník, 147 00 Praha 4, Czech Republic, is a controller of your personal data. For the purpose of communication relating to the protection of your personal data, you may use the following e-mail address: info@bohemianjourneys.com.

In order for us to be able to process your requests or objections, it is necessary for you to establish your identity, which may need to be verified, to ensure the data are not provided to the wrong person. In case of doubt about the identity of the requesting person, we may ask you to provide additional information essential to establish your identity. Please be informed that, for the purpose of proving the fulfilment of obligations as a controller, written communication regarding our dealing with requests and objections shall be kept. Any request or objection should include a reason; otherwise such request or objection cannot be duly assessed.

Under what circumstances do we process your personal data? For what purpose do we do so and what entitles us to do so?

We generally process personal data on the basis of the following titles:

- a) necessity for the fulfilment of a contract and for the performance of measures taken prior to the conclusion of such contract,
- b) necessity for the meeting of our legal obligations,
- c) protection of the rightful interests of our company and third parties,
- d) your consent, for marketing purposes.

Each specific title corresponds with a specific situation and a processing purpose. Please find more information on this in the following paragraphs.

If you have concluded a contract with us or if you intend to

Your personal data are processed in the scope necessary for a proper identification and for the negotiations held prior to the conclusion of a contract, especially a travel contract, for the meeting of our contractual obligations set forth in the contract, for the fulfilment of our legal obligations, especially obligations arising from tax and accounting laws, from Act No. 159/1999 Coll., on certain conditions of business activities in the field of tourism, and for the protection of our rightful interests and rightful interests of third parties. Rightful interests include the determination and claiming of the legal rights of our company and of our partners, as well as prevention of litigation, out-of-court settlements of disputes, and the keeping of a supplier database for internal purposes of our company.

For the given purposes, we process especially the following categories of personal data: **identification information**, without which the conclusion of a contract or the rightful fulfilment of contractual or legal obligations is impossible (name, surname, date of birth/and for suppliers also their ID No.), **contact information** (e-mail, telephone, address or registered office), which enables mutual communication, **information of mutual e-mail and other electronic and written communication** (communication content), which facilitates the fulfilment of contractual obligations and which we need in order to determine and claim legal rights, etc., **information of provided services** (contractual information), which we need in order to fulfil our contractual obligations and in order to be able to provide you with the best and most suitable services, or, as the case may be, to claim legal rights, etc.

For the given purposes, your consent is not necessary in order for us to be able to process your personal data. A necessity for the fulfilment of a contract and for the performance of measures taken prior to the conclusion of a contract constitutes legal ground for processing personal data for the given purposes, as well as a necessity for the fulfilment of our legal obligations, and the protection of rightful interests of our company and third parties.

If you visit our website

In order to ensure better functioning of our website and in order to analyze the manner of use and the visit rate of our website, we process the information about your activities on our website, provided you allow us to do so by setting up your internet browser.

For the purposes of marketing and sending offers of our services

For marketing purposes, i.e. for the purposes of marketing and promotion of the activities of our company in the field of tourism and photography, for the purposes of sending information on organizing events and matters of interest in the area of photography, for the purposes of sending offers of our services, i.e. our tours and workshops, or, as the case may be, services connected to the tours and workshops (in the form of commercial communication and newsletters), we use the following personal data: name, surname, and e-mail, and only upon your previous consent. The consent request, as well as further information on the request, and the option to subscribe to receive our commercial communication and newsletters can be found on our website.

For how long do we keep your personal data?

For the purposes listed above, personal data shall be kept for the duration of 5 years from the termination of the last contract between us, unless a legal regulation stipulates longer archiving

periods, or unless the keeping of the data is, in the particular case, necessary for the protection of rightful interests of our company or a third party or for the fulfilment of other legal obligations. In the case of personal data processing based on consent, personal data shall be kept for the duration set forth in the consent, and, should you withdraw your consent, personal data shall be erased immediately.

Do we disclose your data to third parties or to third countries?

In the case of the data included in the contract, we do not generally provide your personal data to third countries (outside the EU). Exceptionally, the need may arise to disclose some data, e.g. to a provider of an accommodation facility located in a third country, and, in such case, we shall inform you about such disclosure and about an authorization to disclose your data to the third country.

Your data, in the scope necessary for the fulfilment of our legal obligations, e.g. in the area of supervision of the provision of tourism services, in the area of accounting, taxes, and also for the determination and claiming of legal rights are transmitted to our contractual partners who provide services in these areas as processors, and also to the appropriate governmental authorities. In relation to the insurance of the guarantee in the case of insolvency of our travel agency, the data may also be, in the scope necessary, provided to the respective insurance company.

For the purpose of sending our commercial communication and newsletters, we disclose personal data to our provider of these sending services.

What rights do you have in relation your personal data?

Right of access

You have the right to access your personal data, which means that you are entitled to ask us to confirm whether we process your personal data, and, if we do, you are entitled to be informed especially about which categories of personal data these are, about the purposes of the processing, about the recipients or categories of recipients of the personal data, and about the planned duration for which your personal data are to be kept, etc.

Right to rectification

You have the right to have us correct or complete your inaccurate or incomplete personal data.

Right to erasure

You have the right to have us erase your personal data if the conditions for their processing are not met.

Right to restrict the processing

You have the right to have us restrict, in certain cases, the processing of your personal data.

Right to data portability

If your personal data are processed automatically on the basis of your consent or on the basis of a necessity for the fulfilment of a contract, you have the right to be provided with your personal data in a structured, commonly used and machine-readable format, or to transmit these data directly to another controller, if technically feasible.

Right to object to processing

You have the right to object if the processing of your personal data is based on the fact that it is necessary for the protection of rightful interests of our company or third parties or for the purposes of direct marketing.

Right to withdraw consent

If your personal data are processed on the basis of your consent, you have, at all times, the right to withdraw such consent.

Right to lodge a complaint with a supervisory authority

If you are not satisfied with the manner in which we process your personal data or attend to your requests or objections, you have the right to lodge a complaint with our company or directly with a supervisory authority, i.e. the Office for Personal Data Protection in the case of the Czech Republic (www.uoou.cz).

Further conditions for claiming the rights of a data subject are given by the Regulation.