

## **THE REGULATIONS**

Of the tourist events organized by Małopolska Centre of Tourist Information l.l.c. based in Cracow 31 001 Grodzka Str.31, registered under the number of KRS : 0000189373 of the Entrepreneurs Register of the Regional Court for Cracow Central District. NIP number: 6762154526, REGON number: 357120348, e-mail : info@mcit.pl

### **§0 Definitions**

1. REGULATIONS – these regulations defining the principles of participation in the events organized by Małopolska Centre of Tourist Information l.l.c. based in Cracow.
2. TOURIST EVENT – services provided by the ORGANIZER for the benefit of the CUSTOMER comprised of the common price, having a programme and anticipating the change of the place of residence.
3. CUSTOMER (PARTICIPANT) - person entering into a contract for the benefit of himself (herself) or for the benefit of the other person on the condition that it is not the matter of his (her) business activity in any of these two cases.
4. ORGANIZER - Małopolska Centre of Tourist Information l.l.c. based in Cracow, responsible for the preparation, offering and the execution of the tourist event.
5. TOURLEADER (CARER) – person acting on behalf of the ORGANIZER , accompanying the PARTICIPANTS of the tourist event, caring about them and delivering the basic information about the place visited.
6. CONTRACT – the contract between the CUSTOMER and the ORGANIZER .
7. THE ACT – the act of law of Polish State of Aug 29<sup>th</sup> 1997 concerning tourist services.

### **§1 GENERAL PRINCIPLES**

1. These regulations define the conditions of participating in the tourist events organized by Małopolska Centre of Tourist Information l.l.c. based in Cracow and it is an integral part of the contract between Małopolska Centre of Tourist Information l.l.c. based in Cracow (later called ORGANIZER) and the CUSTOMER.
2. The duty of the ORGANIZER is to provide services in accordance with THE ACT concerning tourist services, it's own offers and these REGULATIONS.
3. The ORGANIZER is not responsible for information about its offers contradictory to these REGULATIONS or to the ORGANIZER's offer provided by the third parties not related on legal terms with the ORGANIZER.

### **§2 ENTERING A CONTRACT**

1. Entering a contract takes place after the CUSTOMER acquaints himself (herself) with the ORGANIZER's offer about these REGULATIONS delivered by the ORGANIZER and after the CUSTOMER gets informed about anything of importance concerning the aforementioned event.

2. The CUSTOMER entering a contract with the ORGANIZER must be able in body and mind.
3. The moment when the CUSTOMER signs the list of participants of the event the contract with the ORGANIZER is set. That list is later called NOTIFICATION. Signing one's name on the NOTIFICATION is equivalent to the acceptance of these REGULATIONS and of the range of services offered by the ORGANIZER.
4. The PARTICIPANTS of the event are also all the people represented by the person signing the contract, whose names have been placed on the list by that person.
5. The CUSTOMER signing the contract on behalf of other people is responsible for informing them about all the details concerning the tourist event.
6. The CUSTOMER is obliged to pay for the event in time indicated by the ORGANIZER . The person setting the contract on behalf of other people is responsible for paying the full sum of the price of the event concerning the aforementioned ones.
7. The unpunctual payment is considered by the ORGANIZER as the CUSTOMER's resignation from the event.

### **§3 THE CHANGE OF CONDITIONS OF THE TOURIST EVENT.**

1. In case of circumstances beyond control the standard of the tourist event may be changed. The ORGANIZER 's responsibility is then excluded
2. The ORGANIZER 's responsibility for changing the standard of the tourist event is also excluded when the changes are caused by:
  - a) action or relinquishment of the PARTICIPANT of the tourist event
  - b) action or relinquishment of the third party, not participating in the ORGANIZER 's performance if this action or relinquishment could not be anticipated or avoided.
3. In cases 2a, 2b if the PARTICIPANT suffered a health damage the ORGANIZER commits himself to offer him (her) the essential help.
4. When the ORGANIZER for the reason beyond control is forced to change the significant terms of the contract, he commits himself to inform the CUSTOMER about it. Then the CUSTOMER has the choice of:
  - a) accepting the change of the contract proposed by the ORGANIZER
  - b) terminating the contract without any additional costs
5. In case of renouncement the ORGANIZER commits himself to present a substitute offer or to return the money previously paid without any deductions.
6. The CUSTOMER is authorized to change the appointed time of the event until 1 day before the appointed time.
7. The CUSTOMER is authorized to convey the rights and obligations of a PARTICIPANT of the tourist event to the other person on the condition that the new PARTICIPANT fulfils the appropriate requirements. This act is effective if the ORGANIZER is informed about the change by the CUSTOMER no later than 1 day before the appointed starting time of the tourist event.
8. All costs caused by the change are covered in equal parts by the CUSTOMER and the new PARTICIPANT.

9. In case of increasing the price of the tourist event mentioned in §4 p.6 the CUSTOMER may resign without any negative financial consequences.

#### **§4 PAYMENT CONDITIONS**

1. Signing the NOTIFICATION the CUSTOMER is obliged to pay the whole price of the tourist event before the appointed time of the event and no later than 1 day after signing the NOTIFICATION.

2. The payment takes place in the ORGANIZER's office , in the hotel's reception in which the NOTIFICATION has been signed or via the ORGANIZER's bank account : 27 1160 2202 0000 0001 5020 9474. In this case the payment date is the day when the payment has been accepted on the ORGANIZER's account.

3. When there is no payment in the appointed time the contract is automatically cancelled.

4. The price shown in the NOTIFICATION is given in PLN. Payments can be realized also in Euro. Prices are then calculated according to exchange rates valid for the payment day.

5. After the payment is realized the ORGANIZER delivers the CUSTOMER a written confirmation of the warranty and a written confirmation of the insurance policy mentioned in art. 14,4 of the ACT.

6. The ORGANIZER reserves the right to increase the price determined in a contract no later than 21 days before the appointed time due to

- a) increase of transportation costs
- b) increase of currency exchange rates

#### **§5 THE CANCELLATION OF A TOURIST EVENT**

1. The ORGANIZER reserves the right to cancel a tourist event 16 hours before the appointed time for the reasons as below:

- a) beyond the organizer's control, caused by the action or relinquishment of the third parties
- b) the number of participants is smaller than required (if the contract comprises such a condition).

2. The tourist event may be cancelled at any time in case of circumstances beyond control.

3. In case of cancellation the ORGANIZER commits himself to present to the CUSTOMER another offer or to return the payments without deduction.

4. If the CUSTOMER resigns from participating in the tourist event no later than at 7.00 p.m. the day preceding the appointed event day the CUSTOMER is authorized to receive the whole payment . In case of later resignation the payment is not returned. Information about the resignation must be delivered in written form to the ORGANIZER's office, to the ORGANIZER's e-mail box or to the appropriate hotel's reception.

#### **§6 CUSTOMER'S OBLIGATIONS**

1. The CUSTOMER is obliged to have an up-to-date personal document e.g. passport, school ID-card etc. to take part in the event.

2. During the event the CUSTOMER is obliged to follow the driver's or tourleader's instructions. The ORGANIZER reserves the right to dissolve the contract immediately if the

CUSTOMER interrupts to proceed the event efficiently or in accordance to the schedule. All the costs of the interruption must be covered by the CUSTOMER in that case. The payments contributed are not returned then.

3. The CUSTOMER is obliged to follow the rules concerning the places visited during the event. The ORGANIZER is not responsible for the possible improper behaviour of the CUSTOMER.

4. The CUSTOMER is fully responsible for the damage done by himself (herself) or by the person under his (her) care. The CUSTOMER is obliged to make up for such a damage in accordance to legally binding regulations. If the ORGANIZER redresses the damage the CUSTOMER must cover the costs.

5. For any damage done by the juvenile ones their parents ( or legal carers )are responsible.

6. Entering a contract with the ORGANIZER the CUSTOMER declares that the health of him (her) and the persons under his (her)care allows to take part in that event. All the costs related to the CUSTOMER's health are covered by himself (herself).

## **§7 RULES CONCERNING THE JOURNEY**

1. On the event day the ORGANIZER provides in favour of the PARTICIPANTS the pick-up service, transportation by coach or minibus and the possibility to visit the places listed in the event's programme. He also provides the guiding service in the language chosen from the available ones.

2. The CUSTOMER should show up on the scheduled place no later than 15 minutes before the scheduled departure. The driver awaits the PARTICIPANTS for no longer than five minutes after the scheduled departure. The ORGANIZER is not responsible for the costs caused by the CUSTOMER's unpunctuality. The ORGANIZER is not obliged to return the money if the CUSTOMER does not take part in the event because of not showing up on time on the scheduled place.

3. Before the event begins, the ORGANIZER delivers to the PARTICIPANTS the written information about:

a) the contact data of a person they could ask for help in case of problems

b) the scheduled journey time, stops or the sojourn in the visited place.

4. During the journey it is absolutely prohibited to drink alcohol or smoke cigarettes. The driver or the tour-leader have the right to refuse to continue the tour with the CUSTOMER intoxicated with alcohol or the stupeficients.

5. Any damage or contamination caused by the CUSTOMER should be reimbursed by him (her) according to the receipt presented by the ORGANIZER.

6. The touring-car departure or the event's time may be changed due to the circumstances beyond the ORGANIZER's control, such as traffic conditions, road works, mass events interrupting to drive freely or other. For such changes the ORGANIZER is not responsible.

7. The ORGANIZER is not responsible by the properties left in the touring car.

8. The ORGANIZER is not responsible for the PARTICIPANTS who leave the group. In such case the PARTICIPANT is obliged to return on his (her) own and at his (her) own charge.

## **§8 COMPLAINTS**

1. The condition for having a complaint investigated is to inform the ORGANIZER in oral or written form no later than 30 days after the event is finished. The ORGANIZER's office or the proper hotel's reception are the right places. Email, of course, is accepted too.
2. After receiving a complaint, the ORGANIZER confirms this fact with an email or in another written form in the ORGANIZER's office or the hotel's reception.
3. The complaint delivered later than 30 days after the event will not be investigated.
4. The ORGANIZER has 30 days for the investigation.
5. The reason for the complaint must not be the circumstances beyond the ORGANIZER's control.
6. Irrespective of the complaint, if the PARTICIPANT finds the performance of the contract incorrect, he (she) should immediately inform the tour-leader or the ORGANIZER about it.

## **§9 SOLVING THE CONFLICTS AND THE FINAL RULINGS**

1. The ORGANIZER is not responsible for no performance or the incorrect performance of the contract, if it was caused by the actions of the PARTICIPANT or the third parties not related on legal terms with the ORGANIZER.
2. These Regulations apply to the PARTICIPANT and the persons notified by him (her).
3. Any controversies related to these Regulations should be investigated by the court proper for the ORGANIZER's seat.
4. In cases not determined by these Regulations Polish State Law is applied.