

# EVENT CONTRACT



# DISCOVERING PRAGUE & CZ

ALL EVENTS LONGER THAN 24 HOURS ORGANIZED BY FILIP NOVAK ARE INSURED UNDER THE LAW. No. 159/1999 Coll

## OBJECT OF THE CONTRACT

Name of the event:		Date:	
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## CONTRACTING PARTIES

### Travel Agency

PharmDr. Filip Novák, Discovering Prague & CZ, Zenklova 290/120, 180 00 Praha

IČ: 038 61 716

Phone: +420 739370212, E-mail: filip@discoveringprague.cz, bank account at Fio banka no.: 2101263853/2010

### Lead Traveler

<b>1</b>	<b>Name and Surname:</b>		<b>Date of Birth:</b>	
Address: Street, number		City:		Postal Code:
ID Number (passport or ID Card)		Nationality:		
Mobile phone:		E-mail:		

### LEAD TRAVELER CONCLUDES THIS AGREEMENT ON BEHALF OF THE FOLLOWING PERSONS:

*(leave blank if not applicable)*

<b>2</b>	<b>Name and Surname:</b>		<b>Date of Birth:</b>	
Address: Street, number		City:		Postal Code:
ID Number (passport or ID Card)		Nationality:		
Mobile phone:		E-mail:		
<b>3</b>	<b>Name and Surname:</b>		<b>Date of Birth:</b>	
Address: Street, number		City:		Postal Code:
ID Number (passport or ID Card)		Nationality:		
Mobile phone:		E-mail:		

<b>TOUR PRICE PER PERSON</b>	
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**RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES** 1. The event is defined in more detail in the event program at <https://discoveringprague.cz/> with which the parties are acquainted and which is an integral part of the contract. 2. A deposit of 50% of the price (or full amount) is paid at the same time as the contract is sent, the surcharge is 7 days prior to departure. 3. The individual rights and obligations of the parties are defined in the General Terms and Conditions for Participation in Tours of the Travel Agency which form an integral part of the Contract and in Act No. 89/2012 Coll. (Civil Code), as amended. 4. The customer declares that (s)he will have an effective insurance of medical expenses for the duration of the trip. 5. If the customer concludes a contract for the benefit of other persons, (s)he is responsible for forwarding information on the trip to these persons.

\_\_\_\_\_ Date

\_\_\_\_\_ Lead Traveler Signature

\_\_\_\_\_ Signature of the travel agency representative

**Send the travel contract either by e-mail (scanned with signature) or by post to the travel agency.**

**General Terms and Conditions for Participation in the trips longer than 24 hours organized by PharmDr. Filip Novák, Discovering Prague & CZ Travel Agency ("TA" or "us")**

Hereinafter referred to as the "Terms of Service"

## I. Establishment of a contractual relationship

The contractual relationship between the TA (the organizer of the trip) and the customer arises on the basis of a tour contract concluded between the customer and the TA.

## II. Price of the trip

1) The tour price is contractual and is inclusive of VAT. A deposit of 50% of the package price must be paid at the same time as the delivery of the completed and signed travel contract. The rest of the price must be paid by the customer no later than 7 days before the start of the trip.

2) Payment can be made:

(A) transfer to bank account number 2101263853/2010

B) PayPal non-cash payment to email:

discoveringprague@gmail.com

C) Payment by card using the payment gateway at <https://discoveringprague.cz/>

D) Payment via a Benefits Company system e.g. Benefit Plus, Benefity.cz, Edenred, Sodexo or any other the TA has an agreement with it at the time of the payment.

3) If a contractual relationship occurs later than 7 days before the start of the trip, the customer pays the full price of the trip.

4) If the Customer fails to pay within the specified deadlines, the TA has the right to withdraw from the contract. The TA has the right to withdraw from the contract also in cases where the customer has invalid or incomplete travel documents / Art. III., Point 2, (B) and Article III, point 2, (F) / or fails to meet the special conditions laid down by the travel agency (Article IV., Point 6). In the cases referred to in this point, the TA shall deduct from the payment of the payment to the customer a contractual penalty according to Article V, point 2, according to the number of days remaining from the date of notification of the withdrawal to the customer up to the planned departure date for the trip.

5) In accordance with the provisions of the Civil Code, the TA reserves the right to unilaterally increase the price of the tour in the event of an increase in transport or accommodation prices. The price can be increased by as much as much as the cost of transport and/or accommodation. The TA is obliged to notify the customer immediately.

6) The TA can not unilaterally increase the price of the trip during the last 7 days before the start of the tour.

## III. Rights and obligations of the customer

1) Fundamental rights include in particular:

(A) the right to receive the agreed services,

(B) the right to be informed without delay of any changes to the program, the scope of services, the price and the term,

(C) the right of withdrawal prior to commencement of the journey and the reimbursement provided without deduction of cancellation fees in the case of:

(I) moving the date of travel to the original date by more than 48 hours,

(Ii) major changes to the route and price (see Article II., Point 5);

(D) the right to a reasonable reduction for the reason referred to in Article IV, point 4,

(E) the right to arrange travel insurance, including insurance in the event of incursion of costs in connection with his / her own withdrawal from the contract.

2) The essential duties include, in particular:

(A) follow the instructions of the TA and its representatives and follow the program. It is true that the customer participates in the trip at his own risk and responsibility. The TA and its representatives are entitled to prohibit the customer from having a dangerous or inaccessible individual program, or to exclude him / her from the part of the tour program if the health, experience or equipment of the customer does not match the program's complexity. In exceptional cases (eg excessive drug abuse, vulgar behavior and harassment of other customers), the customer may be totally excluded from further participation in the tour without the right to a refund of the part of the package price. The customer is obliged to inform the TA representative about the individual program.

(B) have an identity document with a sufficient date of validity

(C) act in such a way as to avoid damage to property and the health of other customers, service providers or the TA,

D) to ensure the consent of the legal representative when a person under the age of 18, without accompanying him,

(E) to pay the cost of the trip in accordance with Article II.

(G) if the customer is a foreign national, he or she must discuss the individual guarantee of travel documents with the travel agency if it is necessary for the trip in question,

(H) arrange for himself for the entire duration of the travel insurance trip. The negotiation of this insurance is obligatory to prove the invitation of the TA. Otherwise, the TA has the right to exclude the customer from the trip.

3) For damages incurred by customers in breach of the aforementioned obligations the TA is not responsible.

## IV. Rights and obligations of the TA

1) The rights and obligations of the TA are in line with the provisions of the other articles of the Terms of Service, in particular Article III.

2) Upon receipt of a completed tour contract and advance payment (or full price of the tour), the TA is obliged to send the customer a written confirmation of the tour contract.

3) The TA has the right to cancel the tour not later than 7 days before departure due to circumstances that prevent it from taking the trip. These circumstances include not reaching at least the minimum number of customers needed to make a trip. Not reaching a minimum number of customers for

The trip is canceled and the TA is obliged to notify the already logged in customers without delay and to return the already paid price reimbursements.

4) The TA is authorized to make operational changes during the trip for urgent reasons. In doing so, it is obliged to maintain the travel direction and to provide a reasonable discount to the customer (unless the circumstances stated in Article VI.3 of the Conditions of Contract), if the scope of the provided substitute services does not correspond to the scope of the services originally agreed.

5) The TA has the right to cancel the trip due to an unavoidable event that the TO could not prevent (eg natural disasters, etc.) at any time before departure, but also during the trip. In this case, customers only refund for unrealized expenses. Any additional costs associated with these extraordinary events are covered by the customer.

6) The TA may specify in the travel program the special conditions that a customer must meet for participating in a particular trip.

7) The TA does not guarantee the customer's property in case of destruction, damage, loss or theft. But TA representatives will do their utmost to limit these risks as much as possible.

8) In the event of loss of or damage to luggage located in the luggage compartment during a bus service, the customer is entitled to compensation for damages. However, the TA is not responsible for damage to the luggage being carried if its loss, damage or delayed delivery was caused under the following conditions:

- the contents of the luggage are money, personal documents and valuables,

- there have been circumstances such as natural disasters or acts of third parties which could not have been avoided by the carrier even when all efforts were made,

- action by the customer resulting in damage or loss of his luggage carried.

9) The TA has no responsibility for hand luggage and things that are transported by bus in the passenger compartment.

## V. Cancellation conditions

1) The customer has the right to withdraw from the contract with the TA at any time before the start of the trip. Withdrawal becomes effective on the date the TA is delivered (if it is sent, and on the date the TA notification is delivered).

2) Cancellation fees depend on the number of days remaining from the cancellation of the contractual relationship until the beginning of the tour:

A) 14 days and more: No cancellation fee

B) from 7 days to 13 days: 25% of the price of the tour

C) from 4 days to 6 days: 50% of the price of the tour

D) from 1 day to 3 days: 75% of the price of the tour

E) Less than 24 hours: 100% of the package price.

3) The customer does not pay cancellation fees if (s)he arranges a substitute for a trip. Notification of change in the person of the customer must be made no later than one week before the departure of the trip unless the Client and the existing customer agree otherwise. The notice must be in writing and must include a statement from a new customer that it agrees with the booked travel agreement. The original and the new customer are jointly and severally responsible for paying the price of the trip. In the event that a service that can not be transferred to the alternate (in particular a ticket, a visa) has already been agreed with the customer, the original customer will reimburse the service in full.

4) The customer pays 100% of the agreed price if (s)he does not attend the trip.

5) The TA has the right to deduct cancellation fees from the customer's payment.

6) When determining the number of days for payment of cancellation fees, the day of delivery (delivery) of the cancellation notification of the tour is counted in the number of days. Conversely, the day of departure is not counted.

## VI. Complaints

1) The customer may make any claims, preferably during the trip without undue delay to the tour manager (guide).

2) In the event that no remedy has been agreed on the spot, the customer has the right to claim the quality of the tourist services within three months after the end of the trip, otherwise this right ceases to exist.

3) If the circumstances, whose origin, course and consequences are not dependent on the activities of the TA, such as traffic collapse or

unfavorable weather, or circumstances occurring on the part of the customer, on the basis of which full or partial non-utilization of the paid services does not arise, unless otherwise agreed, the right to a refund or a discount on the cost of such services.

## VII. Alternative dispute resolution for consumer disputes (ADR)

In the event that there is a consumer dispute arising from the purchase contract between us and the consumer or from a service contract which cannot be resolved by mutual agreement the customer can file an out-of-court settlement of such a dispute with the designated out-of-court entity for resolution of consumer disputes, which is the Czech trade inspection (ČOI).

Address:

Česká obchodní inspekce

Ústřední inspektorát - oddělení ADR

Štěpánská 15

120 00 Prague 2

Email: [adr@coi.cz](mailto:adr@coi.cz)

Web: [adr.coi.cz](http://adr.coi.cz)

The procedure concerning an out-of-court resolution of a consumer dispute (ADR) can be initiated online by filling a form at <https://www.coi.cz/en/alternative-dispute-resolution-for-consumer-disputes-adr/>

The consumer can also use the online dispute resolution platform established by the European Commission at <http://ec.europa.eu/consumers/odr/>.

## VIII. Final Provisions

1) Unless otherwise stipulated in the tour contract or in these contractual terms, the contractual relationship between the Client and the Customer is governed by the provisions of Act No. 89/2012 Coll., The Civil Code, as amended.

2) The Customer agrees to the use of his or her personal data in accordance with Act No. 101/2000 Coll. On the Protection of Personal Data and on Amendments to Certain Acts, as amended, for the purpose of further forwarding TA's travel offers. (S)he further declares that (s)he is authorized to grant such consent also to the persons mentioned in the tour contract in whose favor the tour contract has been concluded.

**3) The effective date of the Terms of Service is March 3, 2020.**

## Proof of insurance for the customer of the travel agency



Compulsory insurance against the bankruptcy  
of the travel agency  
Proof of insurance for customers of the TA



This document is issued for customers of the travel agency in accordance with § 6, paragraph 6 of Act No. 159/1999 Coll. as amended, as a confirmation of insurance between the insurer and the travel agency, from which the travel agent's customer is entitled to insurance benefits in cases where the travel agency, due to its bankruptcy to the customer:

1. Does not provide transport from the place of stay abroad to the Czech Republic, if this transport is part of the tour
2. It does not return the paid deposit or the price of the trip, including the price paid for the voucher when the trip has not taken place;
3. It does not pay back the difference between the price paid for the trip and the price of the package provided in part if the trip was only partially made.

**Notice!**

The insurance applies only to tours according to § 1, paragraph 1 of Act No. 159/1999 Coll. as amended. Please contact your dealer, who you are purchasing from, whether your purchased service falls into the category of the trip and if this service is covered.

**Contact us about an insurance claim**

**Repatriation from abroad**

If the matter mentioned in point 1 occurs, report the insurance claim immediately to the Global Assistance Assistance Service:  
by phone at: +420 266 799 788  
by fax at: +420 266 799 797  
by e-mail at: upadekck@1220.cz

**Costs reimbursement**

If the facts set out in points 2 and 3 are concerned, report the insurance claim no later than 2 months after it occurred in writing to:

**Česká podnikatelská pojišťovna, a. s., Vienna Insurance Group**  
Pobřežní 665/23, Praha 8, 186 00 E-mail: olpumo@cpp.cz

**Notice!**

Claims delivered after the deadline will be considered obsolete.  
Please attach a travel contract and a proof of payment of the deposit or the cost of the tour.

