



General Terms and Conditions of Participation


1. Conclusion of Contract


- 1.1 The Contract for participation in a tourist event (hereinafter referred to as the "Contract") between the Matteo Travel Anna Prokop – Wilk Travel Agency, hereinafter referred to as the "Agency" and the Traveler (Customer) is concluded at the moment of submitting the names, signing of the Contract by the representative or proxy of the Agency, the person declaring participation in the tourist event, and paying a deposit.
- 1.2 The Traveler is solely the person reported on the Contract. The Traveler may submit the application in person or through another reporting person.
- 1.3 If the reporting person registers one or more persons as Travelers of the requested tourist event, he/she shall at the same time undertake responsibility for the fulfillment of the Contract conditions by the persons concerned.
- 1.4 The subject of the Contract is a tourist event outlined in the Itinerary containing: the date and route of the event, the sightseeing schedule, the event price and benefits included in the price, as well as general additional information and terms of payment - hereinafter referred to as the "Itinerary". The Itinerary is an integral part of the Contract.
- 1.5 Before concluding the Contract, Travelers shall familiarize themselves with the Travel Itinerary, Terms, and Conditions of Participation in the Tourist Event, General terms of insurance, terms of payment, information on the processing of personal data, and the standard information form.
- 1.6 By concluding a Contract for participation in a tourist event, a client agrees to processing, updating, and sharing of personal data necessary for the execution of this Contract under the terms specified in the Information on Processing of Personal Data.

2. Payment

- 2.1 Upon conclusion of the Contract, the Traveler shall pay the price of the tour. The exact sum of the down payment is specified in the Contract.
- 2.2 If payment is not received by the due date, it is equivalent to the Traveler's withdrawal from the tourist event for reasons beyond the control of the agency and is therefore a cause for removal of the Traveler from the list of participants in the tourist event.
- 2.3 The principal is charged all payments related to the foreign exchange transfer - the Agency's account is to receive the amount resulting from the Contract, i.e., without deductions for transfer costs
- 2.4 Matteo Travel Anna Prokop - Wilk Travel Agency reserves the right to increase the price of the event only in the cases of the documented influence on the price increase during the increase of transportation costs, an increase of official fees, taxes, fees payable for such services as: airport services, loading or transloading services at seaport or airport, an increase in currency exchange rates. The price increase may be implemented at least 20 days before the beginning of the event. The Agency would immediately inform clients about the price change


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3. Changes in the performance of travel services and cancellation of a travel event


- 3.1 The Agency reserves the right to make unilateral minor changes to the terms of the Contract for reasons beyond its control. The Agency would immediately notify the Traveler of any said change by means of a durable medium.
- 3.2 If the Agency is forced, before the commencement of the tourist event, to change the main characteristics of the travel service, or cannot meet the specific requirements agreed upon with the Customer, or increases the price of the event by more than 8% of the total price, it is obliged to immediately inform the traveler by means of a durable medium.
- 3.3 The Agency reserves the right to cancel the tourist event without additional compensation or satisfaction if:
- a) its execution is not possible due to unavoidable and exceptional circumstances (e.g., force majeure, the decision of state authorities),
 - b) the number of people registered to participate in the tourist event is under the minimum specified in the program. The Agency reserves the right to cancel the tour if the number of Travelers does not meet the required minimum. The Agency declares that the minimum number of Travelers in events organized by the Agency including bus transportation consists of 40 people, and air transportation consists of 30 people. If the tour is of a group character the information about the minimum number of Travelers is given on the tour program.
- 3.4. The Agency will reimburse the fees and deposits incurred by the Customer within 14 days from the date of termination of the Contract for participation in the tourist event.

4. Resignation, reservation change, participant change

- 4.1 The Customer may transfer, without the consent of the Agency, to a person meeting the conditions for participation in the tourist party, all rights to which he/she is entitled under the Contract for participation in the tourist event, if this person also assumes all obligations arising from this Contract. The transfer of rights and assumption of obligations referred to in the preceding sentence shall be effective, only if the Customer notifies The Agency about the transfer by means of a durable medium no later than 7 days before the commencement of the tourist event. If the transfer of rights and assumption of obligations stipulated above will entail additional costs for the Agency, while requesting payment of these costs, the Agency is obliged to demonstrate them to the Customer. The cost must be reasonable and must not exceed the actual costs incurred by the Agency as a result of the travel Contract transfer. For the unpaid part of the price of the tourist event and the costs incurred by the Agency as a result of the participant transfer in the tourist event, the Customer and the person assuming his/her rights are jointly and severally liable.
- 4.2 The Customer may withdraw from the travel Contract at any time before the beginning of the tour.
- 4.3 The Customer may be required to pay the Agency, an appropriate and justified fee for withdrawing from the Contract for participation in a tourist event. The amount of this fee corresponds to the price of the tourist event reduced by the saved costs or proceeds from alternative use of given travel services. At the Customer's request, the Agency will justify the number of fees for cancellation of the Contract for participation in the tourist event.
- 4.4 The Customer may withdraw from the travel Contract for participation in the tourist event before the beginning of the tourist event without incurring a cancellation fee in case of unavoidable and extraordinary circumstances occurring at the destination or its immediate vicinity that significantly affect the performance of the tourist event or the transportation of Customers to the destination. The Customer may only demand a refund of payments paid for the tourist event without compensation or satisfaction in this regard.

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5. Complaints

- 5.1 Complaints regarding any irregularities in Contract execution (accommodation, food, and the Itinerary) shall be immediately reported by the Traveler to the tour guide or group resident during the tourist event. The Agency shall make every effort to remedy the deficiencies. Complaints with the specification of claims should be submitted in writing to the Agency. The deadline is 30 days from the travel end date.
- 5.2 The office must answer in writing, up to 30 days after the tourist event end date (if the complaint was reported to the tour guide) or the date of complaint delivery (if the complaint was reported after the end of the event).
- 5.3 The tour guide, the resident, and the local representative of the Agency are not authorized to recognize the claims of the Traveler, yet they are obliged to confirm in writing the acceptance of the complaint at the request of the Traveler.


6. Responsibility and liability of the tour organizer


- 6.1 The Agency assumes responsibility for the thorough execution of the tour in accordance with the Tour Program
- 6.2 The Agency is responsible for the non-performance or improper performance of the travel Contract unless the non-performance or improper performance is caused solely by;
- a) the act or omission of the Traveler; failure to report to the meeting point; lack of, loss of, or leaving in an improper place, i.e. luggage, documents necessary for border crossing (passports, tickets, vouchers), the traveler's loss of passport, ticket, money and other items in his/her possession, early return to the country for reasons attributable to the Traveler.
 - b) acts or omissions of third parties, not participating in the performance of services stipulated in the Contract, if these acts or omissions could not have been foreseen or avoided, in particular:
 - i. a refusal of visas by consular institutions of countries to which visa-free travel does not apply;
 - ii. a refusal of entry by the border services of countries where the final decision on border crossing is made by local immigration services;
 - iii. for the delay in the issuance by the diplomatic post of the visa referred to above;
 - c) unavoidable and extraordinary circumstances.
- 6.3 In the cases specified in the section above, the Agency shall only reimburse the value of the unperformed services after deducting the expenses actually incurred by the Agency for, i.e. the purchase of non-used services from Contractors.
- 6.4 Exclusion of liability for non-performance or improper performance of the Contract in the aforementioned instances, does not exempt the Agency from the obligation to provide the injured Traveler with assistance during the tourist event.
- 6.5 The Agency does not assume liability for any defects in service of which the Traveler was aware at the time of concluding the Contract.
- 6.6 The Bureau's liability for non-performance or improper performance of the Contract for the provision of travel services is limited to three times the price of the tourist event, excluding personal injury.

7. Responsibility and liability of the Traveler

- 7.1 The Traveler is obliged to obey the instructions of the tour guide or the representative of the Agency.
- 7.2 The Traveler is obliged to arrive at the meeting point of the tourist event designated by the Agency at his/her own expense.
- 7.3 Underage Travelers participating in the trip without a legal guardian shall present written consent to the trip signed by the legal guardians, which constitutes an attachment to the Contract.

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- 7.4 The Traveler is obligated to immediately notify the Agency of any changes to the Traveler's data contained in the Contract.
- 7.5 The Traveler is responsible for the condition and validity of his/her passport/ID card. The Agency is not responsible for issues arising during the border crossing and relating to personal matters.
- 7.6 The Traveler is obliged to observe the current customs, foreign exchange, passport, visa, and sanitary regulations of the countries he/she visits during the tourist event, as well as regulations of the place of accommodation.
- 7.7 The Traveler declares that his/her health condition allows participation in the event and that he/she has familiarized himself/herself with the terms and conditions of the insurance and any applicable limitations.
- 7.8 Unless the tour itinerary indicates otherwise, the expenses specified below shall be covered by the Travelers themselves:
- a) drinks for meals
 - b) individual Tour Guide sound system
 - c) single room
 - d) mini-bars located in hotel rooms
 - e) charge for the use of air conditioning at the place of accommodation
 - f) drinks served by means of transportation (e.g., buses, airplanes)
 - g) additional services provided by hotel facilities such as saunas, swimming pools, spa areas, bowling alleys, ironing, cleaning services, etc. normally paid for by the Customer
 - h) personal expenses
 - i) customary voluntary donations during masses, the so-called pilgrim's collection
 - j) voluntary tips for drivers, pilots, guides, hotel staff, waiters
 - k) entrance fees to visited objects
 - l) reservation fees
 - m) resort fee
- 7.9 The Agency declares that during the tourist event, some travel services may be inaccessible or partially inaccessible to persons with reduced mobility. Precise information on the accessibility of travel services for persons with reduced mobility is provided by the Agency at the request of the Traveler.

8. Liability for damages and losses

- 8.1 In the event of loss or damage to the Customer's luggage during an air flight, the Customer shall report this fact immediately after discovering the damage to the air carrier in the place designated for this purpose by the respective airline via a damage report form (P.I.R.). In accordance with the general terms and conditions of travel applied by the airlines, immediate notification of the incident is necessary to repair the resulting damage.
- 8.2 The Customer accepts the general conditions of air travel applied by the air carrier.
- 8.3 During the tourist event, the Client is responsible for the material damage resulting from his/her fault and is obliged to compensate for the losses resulting therefrom. Damages caused by minors are the responsibility of their legal guardians.
- 8.4 The Agency is not liable for defects, non-performance or improper performance of services purchased by the Customer, outside the scope of the Contract concluded with the tour Organizer at the place of the tourist event (e.g., car rental, participation in sports and other events organized during the event), from local entrepreneurs providing these services. The Agency does not entitle tour guides and residents to act as intermediaries, on behalf of the Organizer, in organizing additional services.
- 8.5 If the Agency, during the course of a given tourist event, does not perform the services stipulated in the Contract for participation in the tourist event, which constitute an essential part of the given event, it is obliged, without charging the Customer with additional costs, to perform appropriate substitute services within the framework of




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- this event, also in the event when the return of the Customer to the place of departure agreed in the Contract for participation in the tourist event trip has not been ensured
- 8.6 If the quality of substitute services is lower than the quality of service specified in the program of the tourist event, the Agency grants the traveler an appropriate reduction in the price of the tourist event. The Customer may reject the proposed substitute services only if they are not comparable to what was agreed upon in the Contract for the participation in the tourist event, or if the price reduction granted is inadequate. In the event that nonconformity affects significantly the performance of the tourist event, and the Agency fails to remedy the nonconformity within a reasonable time set by the Customer, the Customer has the right to terminate the Contract for participation in the tourist event without a termination fee.
- 8.7 If the tourist event includes transportation of Customers, the Agency shall ensure the return of the traveler to the country by an equivalent means of transportation immediately and without charging the Customer additional costs. The provisions of Article 50 of the Law on tourist events and related tourist services shall apply accordingly.
- 8.8 If it is not possible to offer substitute services or the Customer rejects them in accordance with Section 7 of the Law on Tourist events and related travel services, then the Customer is entitled to obtain a price reduction or compensation or satisfaction, without termination of the Contract for participation in the tourist event. If it is impossible to ensure the return of the traveler to the country in accordance with the Contract for participation in the tourist event due to unavoidable and extraordinary circumstances, the Agency shall bear the costs of necessary accommodation of the traveler, if possible of a category equivalent to that specified in the Contract of participation in the tourist event for a period of up to 3 nights. Limitations on the duration of providing the traveler with necessary accommodation referred to in the preceding sentence shall not apply in the case of persons with reduced mobility, as defined in Article 2(a) of Regulation (EC) No. 1107/2006 of the European Parliament and of the Council of July 5, 2006, on the rights of disabled persons and persons with reduced mobility when traveling by air (Official Journal of the EU L 204, 26.07.2006, p. 1), and any persons accompanying them, pregnant women and unaccompanied persons under the age of 18, as well as persons requiring special medical care, provided that the agency has been notified of the situation of these persons at least 48 hours prior to the commencement of the tourist event.
- 8.9 The price reduction, compensation, or satisfaction referred to in Section 3.10. shall be subject to a corresponding reduction in the event that the Customer takes advantage of the price reduction or compensation referred to in Regulation (EC) No. 261/2004 of the European Parliament and of the Council of February 11, 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding or cancellation or long delay of flights, repealing Regulation (EEC) No. 295/91 (Official Journal of the EU L 46 of 17.02.2004, p. 1), Regulation (EC) No. 1371/2007 of the European Parliament and of the Council of October 23, 2007 concerning the rights and obligations of passengers in railroad traffic (Official Journal of the EU L 315 dated 03.12.2007, p. 14), Regulation of the European Parliament European Parliament and of the Council (EC) No. 392/2009 of April 23, 2009 on the liability of passenger carriers on maritime waterways in the event of accidents (Official Journal of the EU L 131 of 28.05.2009, p. 24), Regulation (EU) No. 1177/2010 and Regulation (EU) No. 181/2011 or in other regulations.
- 8.10 The Customer may direct messages, requests, or complaints related to the implementation of the tourist event directly to the Agency. The agency shall immediately provide appropriate assistance to the Customer who finds himself in a difficult situation, including in the circumstances referred to in Article 48 paragraph 11 of the Act on tourist events and related travel services. The assistance referred to in the preceding sentence consists, in particular, of providing: 1) Relevant information on health services, local authorities, and consular assistance; 2) assistance to the Customer in the use of means of remote communication, including electronic means of communication, as well as in the use of substitute services referred to in Article 48, paragraph 5. of the Law on




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Tourist Events and related travel services. The agency may demand a fee for providing the assistance mentioned above if the difficult situation arose due to the sole intentional fault of the Customer or as a result of his gross negligence. The amount of the fee may not exceed the actual costs incurred by the agency.

8.11 The agency shall not be liable to the Traveler for erroneous reservations as a result of incorrect information provided by the Traveler in this regard. If the correction of an erroneous reservation required the agency to incur costs, the agency has the right to request reimbursement from the Traveler.

9. Insurance – SIGNAL IDUNA

9.1. The Agency is not an insurance company. Unless the program of the trip indicates otherwise, the Agency provides insurance to Travelers at SIGNAL IDUNA. Participants may contact the office in order to buy this particular insurance. The Agency provides insurance for the period of time 8-18.05.2023 as follows:

- a) medical expenses abroad (€ 200,000)**
- b) consequences of accidents (60,000 PLN)**
- c) Hand luggage (1,000 PLN).**

Medical expenses abroad include coverage for the consequences of chronic diseases, incidents under the influence of alcohol, sudden COVID infection.

9.2 General Terms and Conditions of Insurance are available at the Agency and on the site www.matteotravel.com. Seeking claims arising from the insurance shall be made directly by the Travelers to the insurance company.



9.3 The Agency will endeavor to assist the injured person to the best of its ability.

9.4 Under the Act on the Processing of Complaints by Financial Market Operators and the Financial Ombudsman and the Insurance Act of September 11, 2015, I declare on behalf of myself and the participants of the travel event, on whose behalf I am making payment for the tourist event, that prior to the conclusion of this Contract, I have received the "General Terms and Conditions of Continents Insurance" approved by a resolution of the Board of Directors of SIGNAL IDUNA Poland together with the other terms and conditions of the insurance Contract, which will be in force after the conclusion of the insurance Contract by the TRAVEL AGENCY of insurance for my benefit and for the benefit of these participants, and I declare on behalf of myself and these participants that I accept these insurance conditions. On behalf of myself and the participants in the tourist event for whom I make payment for the tourist event, I agree to the processing of my personal data and the data of these persons given in the Application for Insurance by SIGNAL IDUNA Poland in accordance with the provisions of the Personal Data Protection Act, for the purpose of concluding and executing the insurance Contract for my account and the account of the aforementioned persons. I provide this data voluntarily and I have the right to inspect and modify the data.

9.5 Additional options of travel insurance to purchase in the USA are available on the following websites:

- **Travel Guard** – www.travelguard.com
- **Travel Safe** – www.travelsafe.com

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10 Final provisions.

- 10.1 From the moment of commencement of the event, the Client is obliged to follow the instructions of the Organizer's employees concerning the execution of the tourist event program, during touring or touring and leisure events, also to the arrangements made by the Employees of the Organizer with the majority of the group.
- 10.2 Customers must take into account the possibility that some of the Organizer's representatives, employees, and hotel staff may not know the Polish language.
- 10.3 In the information provided to Customers, the Organizer provides the category of hotels in accordance with the objective classification - carried out by local tourist institutions authorized to supervise the scope of provided tourist services,
- 10.4 The decisive date for claims on account of a complaint or resignation is the date of receipt of the complaint or resignation in writing by the Matteo Travel Anna Prokop – Wilk Travel Agency.
- 10.5 The law applicable to the interpretation and application of this Contract is the Polish law. The provisions of the Act of November 24, 2017, on tourist events and related travel services - Journal of Laws of 2017, item 2361, of 2018, item 650) and the relevant provisions of the Civil Code and regulations on consumer protection shall be applicable in issues not governed by this Contract.
- 10.6 Any disputes that may arise from the execution of this Contract shall be resolved amicably, and in the case of the lack of agreement by the competent common court.
- 10.7 These terms and conditions are effective as of July 1, 2018. Upon publication of the new terms and conditions of participation, the previous ones regarding the same destinations and dates shall cease to be valid.




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