

General Business Terms and Conditions (later on GBTC)

Of the company Pro Nepal Tours s.r.o. (later on PNT)

I. Preamble

- 1.PNT is a travel agency mediating conclusion of contracts for travel (later on CFT) with the travel agency Peak Promotion Private Ltd (later on TA) to the customers. PNT is entitled to conclude CFT on behalf of TA. The customer is a natural person or a legal entity concluding CFT.
- 2.GBTC is an inseparable part of CFT concluded between the customers and TA based on which the customers take part in travels or use services provided and organized by TA or PNT.
- 3.PNT, except for mediating CFT, may secure accommodation at hotels, apartments or camps including other services connected with tourism, especially securing transport (later on individual services) for customers.

II. Subject-Matter of Terms and Conditions

- 1.The subject-matter of GBTC is the regulation of some below specified facts arising from CFT concluded between TA as the organizer of the travel and the customer as a participant of the travel.
2. Different provisions in CFT prevail the provision of these GBTC.
- 3.GBTC refer to individual services agreed between the customer and PNT.

III. Conclusion of the Contract for Travel

- 1.CFT contains especially the specification of contractual parties, specification of travel, especially the dates of its beginning and ending, stating all the provided tourism services which are included in the travel, place and period of the travel, the price of travel including time schedule of the payments and the amount of individual advances, information on fees which are not included in the total price, specification of the way of exercising the right arising from the breach of the obligation of the organizer including the information on the period, in which the customer may exercise the right and the amount of compensation, which the customer pays to the organizer in cases stated by the Civil Code. The customer is liable for the correctness of all the filled in data stated in CFT.
- 2.CFT becomes valid on the day of its signature by both contractual parties and comes into effect at the moment of the payment of the advance for the price of the travel. In case that the customer does not pay the advance for the price of the travel duely and timely, CFT ceases to exist with the effect from the very beginning. If CFT is concluded in an oral way or by remote means, the moment of the establishment of the contractual relationship is the consent of the customer with the terms and conditions of the travel. PNT issues a confirmation of the travel containing information similar as in the case of CFT.
- 3.The customer concluding CFT is liable for the performance of obligations of the other persons stated in CFT applied by him.
- 4.The specification of accommodation, its location, category, level of equipment and main characteristic features, transport specification ie. type, characteristics and category of the means of transport, data of the journey route and board specification ie. its way and scope, if such services are a part of the travel arising from the offer of TA and if they are not explicitly stated in CFT, then from the common practice pursuant the nature of the travel. The days determined for the transport to the place of stay are included in the total number of days of the travel; also in the cases when the commencement of the travel and its completion is organized in late night hours, possibly early morning hours.

IV. Price of Travel

- 1.The price of the travel is determined in accordance with the offer of TA. The total price of the travel stated in CFT is final except for obligatory fees to the third persons which the customer is obliged to pay at the place of the stay in the local currency. The customer is informed about this fact.
- 2.The price of the travel includes services specified in the offer of the travel or in CFT.
3. The price of the travel is due, if the contractual parties do not agree in CFT otherwise, in the following way:
The customer is obliged to pay the advance at the amount of 50% of the agreed price at the moment of the establishment of the contractual relationship; the customer is obliged to pay the additional amount at the latest 30 days before the commencement of the travel. In case of the establishment of the contractual relationship within the period shorter than 30 days before the commencement of the travel, the customer is obliged to pay 100% of the agreed price at the moment of the establishment of the contractual relationship.
Regarding individual services, the customer is obliged to pay 100% of the total price at the moment of the establishment of the contractual relationship.
- 4.The customer is obliged to pay the price of the travel/advance/additional payment to TA in the form of a bank transfer to the account of PNT kept by FIO Bank . Account number Provided upon request, if the contractual parties did not agree otherwise in CFT. The price of the travel/advance is considered to be paid on the day when the amount is credited to the account of PNT.
- 5.If the price of the travel/advance/additional payment of the price of the travel is not paid within the stated period, PNT is entitled to withdraw from CFT. The customer is in such a case obliged to pay the compensation (cancellation fees) at the amount stated in article VIII.

V. Change of Price of Travel

- 1.The prices of the travels of TA were calculated on the basis of the rates of fuels and exchange rates on the decisive day stated in the relevant catalogue, web pages or other offers of TA. TA is entitled to one-sidedly increase the price of the travel stated in the contract for travel under the terms and conditions stated in this article.
- 2.The price of the travel may be increased only in the case that the following is increased: a)the price of transport including the prices of fuels and/or b)the payments connected to the transport, for example airport, safety and port fees which are included in the price of the travel and/or c)exchange rate of the Czech crown used for the determination of the price of the travel on average by more than 10% if such a change occurs until 21st day before the commencement of the travel and if it precisely determined the way of calculation of the price at the same time.
- 3.The way of the calculation of the increase of the price of the travel:
Increase of the price of the transport including the prices of fuels TA is entitled to increase the price of air travel if the price of transport including the price of fuels is increased in the following way:
when increasing payments connected with the transport for example airport, safety and port fees which are included in the price of the travel, PNT is entitled to one-sidedly increase the price of the travel by the amount corresponding with the increased payment per a person.
When increasing the exchange rate of the Czech crown used for the establishment of the price of the travel on average by more than 10%, TA is entitled to one-sidedly increase the price of the travel by the amount corresponding with the percentage amount of the change of the rate of the services paid in foreign currency.
4. TA is entitled to adjust the price of the travel in a relevant way and to issue new price lists before the commencement of the travel if TA is forced to do so based on objective reasons which are stated in the previous section of this article, especially in case of increase of the prices of the services by the suppliers. Such adjusted prices of travel are valid from the day of its announcement and are applied to all the travels as well as individual services whose realisation has not been commenced yet ie. the departure has not taken place yet.

5. The written announcement of the increase of the price must be sent to the customer at the latest 21 days before the commencement of the travel.

VI. Rights and Obligations of Customer

1. The customer is entitled:

To demand provision of services agreed in CFT,

To make complaint about possible defects of provided services. All the complaints are exercised by the customer at the place of the establishment of the defects preferably in a written form to the relevant local delegate or representative of TA. In case that the defects were not eliminated at the place, then preferably in a written form directly at PNT at the latest 1 month after the return from the travel, otherwise the complaint is not taken into consideration. The customer is entitled to the out-of-court solution of the consumer dispute from the contract for mediating travel. The entity having subject-matter jurisdiction to solve the out-of-court consumer dispute arising from contracts for travel is the Czech Trade Inspection. The processing is subject to a fee, it is commenced on the basis of the proposal of the customer which must be filed at the latest within 1 year from the day when the customer exercised his right which is a subject-matter of the dispute at TA via PNT for the first time. More details on this proceedings are stated on the internet page of the Czech Trade Inspection www.coi.cz;

To be acknowledged with all the possible changes of the dates, programme, scope and quality of services and the price of the travel;

To the personal data and information protection on the destination of travels which is a subject-matter of the contract, possibly other documents against unauthorized persons.

2. After the conclusion of CFT it is possible to carry out changes of the person of the customer based on the request of the customer, if it is objectively possible. Before the commencement of the travel the customer may notify PNT in a written form that other person stated in the notification is going to take part in the travel instead of him. The person stated in the notification becomes the customer on the day of the delivery of the notification. The notification must contain the declaration of the new customer that he agrees with the concluded CFT. The original and the new customer are liable for the payment of the travel jointly and severally.

3. The customer is entitled to ask TA via PNT to the partial change of ordered facultative services already stated in CFT for other services.

4. The customer is obliged:

a) To pay the agreed price of the travel and other individual services pursuant the above stated terms and conditions,

b) To take part in the travel at the stated time, possibly arrive to the determined place of departure at the stated time,

c) To have all the documents required for the entry into the relevant countries of stay as well as transit (valid travel document issued by the state whose citizen the customer stated he is, visa, document on the health insurance etc, if it is required)

d) To follow the passport, customs, health and other regulations of the country which the customer travels to; all the expenses which arise as a result of not following these regulations are paid by the customer, the customer was informed on passport, visa and health formalities necessary for the journey and stay and on common prices and period for its arrangement when concluding the contract for travel,

e) To follow the instructions for the participants of the travel and instructions of the delegate or other person authorized by TA by the liability for the travel,

f) To announce the established defects immediately to the relevant local delegate, guide, representative of travel agency or other person authorized by TA by the liability for the travel or if the above stated way is not possible after the return from the travel preferably in a written form directly to PNT,

g) To follow the terms and conditions of accommodation, board, transport and other services stated by the providers of these services,

h) To secure a company by persons under 15 years and supervision of a major person and consent of statutory representatives by persons under 15 years with the company of a third person, similarly to secure a company and supervision of persons whose health state requires it,

i) To respect vaccination possibly health obligations when travelling to countries for which health regulations are stated, to have relevant medical certificates and recommendation for travels required especially by the air carrier,

j) To refrain from acting which would limit the rights of other customers,

k) To follow other obligations stated by legal regulations.

5. In case of complaints the customer always contacts the representative of TA first at the place of the travel and carries out a preferably written complaint which the customer undertakes to send in a copy to PNT as well.

6. The customer who does not draw the agreed services without the fault of TA, is not entitled to the compensation.

VII. Rights and Obligations of TA

1. TA is entitled to change terms and conditions of CFT and propose the change of CFT to the customer before the commencement of the travel based on objective reasons. If the proposed change leads also to the change of the price of the travel, the new price must be stated in the proposal. If TA proposes the change of CFT via PNT, the customer is entitled to decide whether he agrees with the change of CFT or whether he withdraws from CFT (without application of cancellation fees). If the customer does not announce that he does not accept the proposal or that he withdraws from CFT within the period of 5 days from the delivery of the proposal to change CFT, he is deemed to agree with the change. The right to withdraw from CFT is not applied in case that the subject-matter of the change is exclusively the price of the travel pursuant Art V of these terms and conditions.

2. A change of contractual terms and conditions is not especially:

a) changes which do not result in the change of destination of the travel, category of accommodation, board, organizer, dates or way of the travel etc..

b) A change of the programme of the travel consisting of substitution of the programme by a replacement while the situation arises from unexpected circumstances.

3. If the realisation of the travel is conditioned by reaching a minimal number of customers, TA is entitled to cancel the travel in case of not reaching the minimal number. TA is obliged to inform the customer on such a matter at least 5 days before the planned date of the commencement of the travel and immediately return all the relevant payments to the customer. A facultative programme may be cancelled due to insufficient number of customers also in the course of the stay during the travel.

4. TA is obliged to secure the performance of all services contained in the price of the travel; if TA is not able to secure the performance of all agreed services, TA carries out convenient alternative measures free of charge. TA is obliged to secure the fact that the accommodation of the customer is in accordance with legal regulations of the state in which it is provided.

5. TA undertakes to make all the reasonable efforts to immediately eliminate a deficiency or secure a corresponding substitutive solution in case of rightful complaints from the part of the customer in the course of the travel.

6. A precondition of the remedy is the fact that the customer exercises his complaints. The complaint is not accepted when the deficiencies being complained about are not caused by TA or other supplier of provided tourism services within the travel and at the same time:

a) Deficiencies are caused or arise from the acting of the customer;

b) Non-performance or insufficient performance is caused by the third party without the possibility of TA to influence it

c) Deficiencies or changes are a result of unexpected events of force majeure,

7. If changes in flight and travel schedules, types and routes of the means of travel of significant nature occurred, TA is not liable for the damage which may arise to the customers as a result of such changes.

VIII. Withdrawal from the Contract for Travel

1. TA is entitled to withdraw especially because of the breach of obligations on the part of the customer. In case that the customer breaches his obligation before the commencement of the travel and TA withdraws from CFT for this reason the customer undertakes to pay compensation (cancellation fee) at the amount of 100% of the total price of the travel. In case of the withdrawal of the TA from the CFT for the reason of the breach of an obligation of the customer after the commencement of the travel, TA delivers the withdrawal (notification of exclusion from the travel) to the customer, the obligation of TA to provide any services to the customer pursuant CFT ceases to exist by the delivery of such a notification. In such a case the customer is entitled to refund a part of the price of services, which were not drawn and the customer is obliged to pay expenses arisen in connection with the transport of the customer back to the place of departure and possible other damage arisen to the TA.
3. The customer is, except for the cases stated by these terms and conditions and generally binding legal regulations, entitled to withdraw from the CFT in a written form anytime before the commencement of the travel without stating a reason. The contractual relationship is cancelled and the participation is cancelled on the day when the written notification of withdrawal from the contract (cancellation) is delivered to PNT or TA. The customer acknowledges that damage arises to the TA by his withdrawal from the contract constituted by the necessity to incur expenses to secure other customer and in case that a substitutive customer is not found damage constituted by the compensation of non-using the agreed services of contractual partners of PNT or TA and reasonable lost profit. The parties therefore agree with a contractual compensation (cancellation fees) as a compensation of damage caused by the acting of the customer which the customer undertakes to pay in case of his withdrawal from the contract in favour of PNT. The date of the delivery of the notification of withdrawal from CFT is decisive for the establishment of the amount of the cancellation fees.
4. Cancellation fees pursuant Section 3 are:
 - a) at the latest 60th day before the commencement of the travel or drawing the services, the compensation is CZK 3,000 per a person,
 - b) 59th to 30th day before the commencement of the travel or drawing the services, the compensation is 30% of the agreed price,
 - c) 29th to 21st day before the commencement of the travel or drawing the services, the compensation is 50% of the agreed price,
 - d) 20th to 15th day before the commencement of the travel or drawing the services, the compensation is 70% of the agreed price,
 - e) 14th to 5th day before the commencement of the travel or drawing the services, the compensation is 80% of the agreed price,
 - f) 4 and less days before the commencement of the travel or drawing the services, the compensation is 100% of the agreed price.
5. Cancellation fees for transport is 100%> from the price of the relevant transport in case of the withdrawal from the CFT on the part of the customer within the period shorter than 30 days before the commencement of the travel regardless of the reason to withdraw.
6. All the cancellation fees are due by the withdrawal and are set off with the already paid payments for the price of the travel. The customer explicitly agrees with this provision.

IX. Insurance

1. Travel insurance is not included in the prices of travels. The customer may conclude insurance for the case that the customer incurs expenses in connection with his withdrawal from the contract for travel. The customer confirms by his signature of CFT that he is entitled to conclude insurance for other people (insured people) and that he was informed on the pre-contractual information on travel insurance and insurance terms and conditions.
2. TA is insured for the case of bankruptcy under the terms and conditions stated by the Act n. 159/1999 Sb., in the form of establishment of a bank guarantee. Details are stated on the PNT web, information is also available at the seat of PNT. The customer also receives a receipt of insurance together with the contract for travel or confirmation of the travel in accordance with the law.

X. Personal Data Protection

1. TA via PNT processes personal data of customers in accordance with the Act n. 101/2000 Sb., Personal Data Protection while the personal data is safely processed in the PNT database.
2. The customer acknowledges by concluding CFT that the customer provides personal data to TA and PNT in the extent stated in CFT for the purposes of providing services of TA and PNT arising from the concluded CFT and individual services and the data is processed by PNT and TA and may be accessible to providers of services arising from the contract for travel possibly from the insurance contract and will be processed by them, as an evidence of consent the customer signs the CFT. The provision of the data is necessary for concluding the CFT and for its performance, possibly concluding an insurance contract and its performance.
3. By signing the CFT the customer grants his consent to PNT with gathering, keeping and processing personal data in the extent of this contract ie. name, surname, telephone number, address and email for the purposes of providing services and products of TA, for marketing and business purposes of TA and its business partners, possibly other similar administrator, products and services of the third parties for sending offers of provided services and products of TA by mail or email in accordance with the Act n. 101/2000 Sb. This consent is granted by the customer for an unlimited period of time until a written revocation of this consent. The customer declares that he has granted the data voluntarily, he can revoke his consent anytime free of charge at the address of PNT or TA, the customer is entitled to access the personal and sensitive data, to correct the data and block incorrect data, to dispose the data etc. In case of doubt on respecting the rights, the customer may address AT via PNT or directly the Office for Personal Data Protection anytime.

XI. Final Provisions

1. All the information and data contained in catalogues and other offers issued by PNT on the services, prices and travel terms and conditions correspond with the information known at the time of its preparation. TA is entitled to adjust these terms and conditions in case of a change of decisive facts one-sidedly.
2. The rights and obligations of the participants of CFT is subject to the Czech legal provisions, especially the Act n. 89/2012 Sb., Civil Code, courts of the Czech Republic are the courts having local and subject-matter jurisdiction to decide disputes.
3. GBTC become valid and come into effect on 1st of November 2016