



# GENERAL TERMS AND CONDITIONS

Please read carefully the following Terms and Conditions that regulate the contract between the participant of the event, that is you (CLIENT) and the travel organizer of the event, that is the Tour Operator (DLI TRAVEL).

## 1. Making A Reservation and Confirmations

- 1.1. To make the reservation of the tour, the following are required from the Client:
  - 1.1.1. online *Registration Form (Agreement)*, filled and signed by the Client,
  - 1.1.2. the deposit payment of 2500 PLN/ 250 EUR/ 250 GBP/ 300 USD (or its equivalent).
- 1.2. DLI Travel sends a confirmation email after the above were received, therefore no contract exist until the Client has received DLI Travel's confirmation email.

## 2. Payment schedule

- 2.1. The deposit is due at the registration and it's not refundable.
- 2.2. 30% of the selected tour is due 90 days prior the starting day of the tour.
- 2.3. 70% of the selected tour is due 60 days prior the starting day of the tour.
- 2.4. The full payment for the selected tour is due 45 days prior the starting day of the tour.
- 2.5. Clients, that book a tour later than 45 days prior the starting day of the tour, are required to make a full payment at the time of reservation.
- 2.6. Failure to make the payments, as per the above schedule, may result in automatic cancellation of the reservation and forfeiture of the deposit.
- 2.7. For double occupancy packages where one Client cancels, the remaining Client is responsible for paying the balance due for a single occupancy package.
- 2.8. The Client should cover bank transfer fee (if any), and ensure that the whole payment reaches DLI Travel bank account without any deduction.
- 2.9. DLI Travel reserves the right to cancel a booking in case of lack of payment or lack of signed *Registration Form (Agreement)*.

## 3. Changes and Cancellations

- 3.1. All cancellations and changes must be made in writing and sent by e-mail to DLI Travel. Each change or cancellation must be acknowledged by DLI Travel by email. The Client will be also informed about the consequences of the change or cancellation based on those Terms & Conditions.
- 3.2. Cancellations of individual bookings received by DLI Travel prior to the commencement of services will involve the following cost to the ordering party:
  - 3.2.1. *91 days* or before the starting day of the selected tour – forfeiture of the deposit.
  - 3.2.2. *90 – 61 days* prior the starting day of the tour, the cancellation fee will be 30% of the whole tour price.
  - 3.2.3. *60 – 45 days* prior the starting day of the tour, the cancellation fee will be 70% of the whole tour price.
  - 3.2.4. *less than 44 days* prior the starting day of the tour the cancellation fee will be 100% of the whole tour price.
- 3.3. If a Client, that paid for the tour according to the Payment schedule (see §2), wants to withdraw from the tour finding a replacement person, that person must fulfil the tour requirements, and the request must be presented in writing to DLI Travel team no later than 5 days prior the starting day of the tour. DLI Travel team review the possibility (in favour of the Client) and send a decision in writing to the Client. All formalities (e.g. visa) and costs related to the swap (e.g. flight ticket) are handled and covered by the Client. The withdrawing Client and the person replacing the Client are equally responsible for covering the outstanding payments for the selected tour.



#### 4. Minimum Number of Participants in case of group tours

- 4.1. There should be minimum 10 persons in a group unless it is stated otherwise in the tour offer, on the company websites or agreed differently with the Client.
- 4.2. DLI Travel reserves the right to cancel a tour if there are fewer Clients than requested minimum mentioned above. If a cancellation caused by DLI Travel, the Client would be informed by e-mail/phone immediately. In these circumstances the Client would be offered:
  - 4.2.1. full cost refund or
  - 4.2.2. other tour for the additional surcharge or reimbursement in a difference of the price.
- 4.3. In case of a tour's cancellation due to the minimum number of participants, the Client is not entitled to any compensation.

#### 5. Child Discounts

- 5.1. Children under 3 years of age are granted free participation unless they get a separate bed and meals.
- 5.2. Children of 4-10 years are granted a 25% discount. Total number of children should not exceed 20% of the number of all participants paying full price.

#### 6. The statutory guarantee of the Tourism Organizer

- 6.1. According to the provisions of Article 14 para. 4 point 1 of the Act from August 29, 1997 concerning tourist services (consolidated text, Journal of Laws of 2004 No. 223, item 2268, as amended), DLI Travel, acting as a travel organizer, licenses No. Z/7/2010, listed on the Register of Tourism Organizers and Tourist Agents, the Province Governor of the Lesser Poland Voivodship confirms the possession of a guarantee, in the event of the its insolvency, in the scope:
  - 6.1.1. **cover the costs of returning customers from a tourist event** to the place of departure or a planned returned destination from a tourist event in case when the travel organizer or tourist agent, despite its obligation, does not ensure the return journey.
  - 6.1.2. **coverage of reimbursement of installments made against the payment for a tourist event** if, for reasons related to the travel organizer or travel agent, or other parties acting on their behalf, the tourist event will not take place.
  - 6.1.3. **coverage of a partial reimbursement of installments made against the payment for a tourist event**, corresponding to the part of the tourist event, which will not be executed for reasons related to the travel organizer or other parties acting on its behalf.
- 6.2. The collateral is in the form of an **insurance guarantee agreement** No. 05.233.122, dated 10.01.2019 issued by AXA Towarzystwo Ubezpieczeń i Reasekuracji S.A. with headquarters in Warsaw at ul. Chłodna 51, postal code: 00-867 Warsaw
- 6.3. The guarantee is valid for the period from 18/02/2019 to 17/02/2020 and covers all contracts for tourist events signed during the warranty period, even if their performance did not take place during this period, and if the information about the occurrence of the event covered by the guarantee will be submitted to the Guarantor up to one year after the end of the warranty period.
- 6.4. The guarantee amount: 75000 EU
- 6.5. The original copy of the guarantee is at the Province Governor of the Lesser Poland Voivodship, with the headquarter in Krakow ul. Basztowa 22 (correspondence address: ul. Raclawicka 56, 30-017 Krakow)
- 6.6. The client applying for covering costs of his return to the country in a situation where the travel organizer or tourist agent, despite the obligation and the call to fulfil its duty does not ensure the return, should immediately contact the Province Governor of the Lesser Poland Voivodship, tel. 12 / 37-96-029 or 028 e- mail: [uslugiturystyczne@malopolska.mw.gov.pl](mailto:uslugiturystyczne@malopolska.mw.gov.pl) or with the nearest consular office and present a contract for the provision of tourist services and a statement about the failure of the travel organizer or tourist agent to ensure a returning journey to the country.
- 6.7. The Client applying for the reimbursement of full/ partial payments made, in the event of non-performance of contractual obligations should report it to the Province Governor of the Lesser Poland Voivodship or to the Guarantor. To request payment, please attach:
  - 6.7.1. A copy of the contract for the tourist event,
  - 6.7.2. Proof of payment for the tourist event,
  - 6.7.3. Statement about the failure of the travel organizer or tourist agent in regards delivery of travel services described in the contract, and specification about its value.



6.7.4. Statement with the bank account which should be used for reimbursement or indicating an alternative way of repayment.

## 7. Insurance

- 7.1. Signing the *Registration Form (Agreement)*, the Client announces that her/his physical and emotional capabilities enable her/him to participate in the chosen tour.
- 7.2. The Client is required to avail his/ her own Travel Insurance. DLI Travel can organize Travel Insurance on Client's request only but the contract would be entirely between the Client and the insurance company.
- 7.3. For tours including adventure sports, like rafting, trekking at high altitude, zip lining, snorkelling, scuba diving, etc. the Client is required to avail an additional Adventure Pack Insurance covering those activities. The Client must comply with the insurer instructions to be covered. The activities included in the package tour are mentioned in the selected tour itinerary on the company's website.
- 7.4. In case the Client gets sick before the tour, though still intends to travel, he/she is obliged to undergo a medical check-up and request a medical certificate stating that the sickness is not infectious for other tour participants. In circumstances of infectious illness, the participant must not travel, claiming the occurred expenses from the insurance.

## 8. Miscellaneous

- 8.1. Land Transportation. DLI Travel organizes surface transport by minibuses or smaller vehicles. Seats cannot be booked but the tour leader may decide about their rotation during the trip.
- 8.2. Triples & children bed. The beds for Triples & children usually consist of a larger double-bedded room with an additional bed (a single bed or occasionally folding bed/cot) for the third person. This bed may not be comfortable for an adult person.
- 8.3. Meals. Vietnamese and other Asian cuisines involve big portions of meat. The food is very interesting and tasty, but it is advisable that you inform us about any special dietary requirements in advance. Fill in the proper section in the *Registration Form (Agreement)*.

## 9. Rights and obligations of the Participant

- 9.1. The participant has the right to obtain detailed information about the route, place of stay, quality of services, price and method of payment, tour program, as well as necessary information on applicable visa regulations and health contraindications for participation in the selected tour, as well as the possibility of insuring the costs of withdrawal from the Agreement.
- 9.2. The Client is entitled to the benefits guaranteed by the offer (program) constituting an integral part of the Agreement.
- 9.3. The Client is entitled to use the professional help and care of DLI Travel representatives during the tour.
- 9.4. From the beginning of the tour, the Client is obliged to follow the instructions of DLI Travel representatives regarding the implementation of the program.
- 9.5. The Client is obliged to have the necessary travel documents and tourist visas with them during the whole tour and present them whenever required.
- 9.6. The Client is obliged to comply with customs and foreign regulations in force on the territory of the transit and destination countries.
- 9.7. The Client is responsible for all documents provided/ handed over by the DLI Travel representative.
- 9.8. The Client is responsible for checking and having under control all documents that DLI Travel was not handling (e.g. visa, flight ticket(s), etc. In case of losing any required document, the Client is responsible for covering all costs related to the reconstruction of the documents.
- 9.9. The participant is obliged to comply with order regulations, safety, fire in the means of transport and accommodation, collection times designated by DLI Travel representative. Failure to appear at the designated time for collection, can be understood by the DLI Travel representative as a voluntary resignation from a given part of the program.



- 9.10. In the event of a persistent or gross violation by the Client of the set of order or security regulations, DLI Travel may terminate the Agreement with the Client immediately. All costs of further stay abroad and return to the country are charged in this case to the Client.
- 9.11. The Client is liable for any damage caused during the tour by himself/ herself and the underage persons under his/ her care. The Client is obliged to cover the damage at its place of origin in the currency of the country in which the damage was caused or in another convertible currency using the applicable exchange rate.

## 10. Responsibility of DLI Travel

- 10.1. DLI Travel, as the Organizer, is responsible for non-performance or improper performance of the contract for the provision of tourist services, unless the non-performance or improper performance is caused solely by: act or omission of the Client; act or omission of third parties not participating in the services foreseen by the program, if these actions or omissions could not have been foreseen or avoided; or force majeure.
- 10.2. The organizer is not responsible for:
- 10.2.1. defects or non-performance of services by local service providers with whom the participant has directly concluded agreements for organization of local excursions and optional events, car rental, etc.,
  - 10.2.2. Client's damages, as a result of participation in sport games and other events, as per the Client's will,
  - 10.2.3. delays in transit and other transport caused by weather conditions, strikes or faults of the carrier, where the scope of responsibility is regulated by separate international regulations,
  - 10.2.4. lost or damaged luggage by the carrier, and in the case of compensation, the Client should apply directly to the carrier or the Insurer.
- 10.3. The organizer is not liable for damages due to accidents, loss of health or luggage, resulting not due to the fault of the Organizer and its contractors.
- 10.4. The organizer reserves the right to terminate the contract with immediate effect without incurring financial consequences with the Client who persistently violates the established order of the tour, threatening its implementation or preventing other participants from using the services. All costs of further stay and return to the country in such cases shall be borne by the Client.
- 10.5. DLI Travel does not compensate for services that have not been fully used for reasons attributable to the Client or if during the event the program changes due to reasons beyond the Organizer's control.
- 10.6. The organizer is not liable for loss or damage of luggage, if the damage was caused by the action or omission of the Client, third parties for which the Organizer is not responsible or force majeure.

## 11. Complaints

- 11.1. If the Participant finds defects of the tour, he/ she should file a complaint with the DLI Travel representative/ or a local representative of the Organizer in order to be able to remove the defect on the spot.
- 11.2. The complaint handling period is 30 days from its submission (the date of receipt of the letter to the office is valid).
- 11.3. The basis of the complaint should not base on circumstances which DLI Travel was not responsible for and could not foresee (e.g. technical failures of means of transport, stops at borders, customs operations, weather conditions during the event).
- 11.4. In case the Client lost any item during the tour, the search should be started immediately after noticing it. DLI Travel has the right to charge a fee to cover the search costs (e.g. costs of international calls, etc., this fee is payable regardless of whether the forgotten item is found.)
- 11.5. All complaints (including a copy of the travel document) must be submitted in writing within 30 days from the end of the tour.

## 12. Final remarks

- 12.1. The pictures of hotel rooms presented in the catalogue presents a sample of the room standard.
- 12.2. By signing the *Registration Form* (Agreement) with the Organizer, the Client confirms that he has read and accepted the Program/ Tour Itinerary and the Terms and Conditions.

