

# General Terms and Conditions

of Climbingbus sro

## Introductory Provisions

1. These GTC regulate the rights and obligations of the travel agency and the passenger in providing tourism services on the basis of a tour contract, providing related tourism services, arranging the sale of tours and providing other services under the Act. tours.

2. In the case of tours and related tourism services provided for less than 24 hours, if they do not include accommodation or purchased on the basis of a framework contract, the subject of which is the provision of tourism services in connection with business trips, concluded with an entrepreneur or person, acting in its name or on its behalf, different conditions may apply as set out in these GTC.

## definition of

3. **The "passenger"** means any natural or legal person who has contracted the tours or other contract (eg. A contract for accommodation) with a travel agency or authority represented by the travel agency, and the person to whom they provided tourism services by contracting on tours or contracts forming related tourism services.

4. „CK“ is a business company Climbingbus sro, with its registered office at Liesková 3B, 90031 Stupava. The travel agency is a travel agency and travel agency that arranges tours for other travel agencies. Materials relating to the sale of tours or related tourism services intended for the passenger, including their electronic forms, will be marked with the words "travel agency" if the tour operator sells tours or related tourism services as a travel agency, and with the words "travel agency" in if the travel agency arranges the sale of the tour for another travel agency.

5. "Climbingbus.com" is an internet portal - an information system displaying information about selected tours, tourism services, etc., through which the travel agency offers tours / services.

6. "Customer" is a Slovak or foreign travel agency other than a travel agency for which the travel agency arranges the sale of the tour / service and which is responsible for the performance of the travel / other services contract, or the operator of the accommodation facility, carrier or other company providing tourism services. The contracting authority is obliged to have a business license in the area of tour sales and mediation of related tourism services and to provide protection in the event of bankruptcy.

7. **"GTC"** are these general terms and conditions of Climbingbus sro

8. **"Tour"** is a tourism product that is organized by the TA or whose sale the TA mediates for the customer.

**9. "Act on Tours"** is Act no. 170/2018 Coll. on tours, related tourism services, certain conditions of business in tourism and on the amendment of certain laws as amended.

**10. "Candidate"** is any natural or legal person who has expressed an interest in concluding a tour contract or other contract (eg an accommodation contract) with a TA or with a contracting authority represented by a TA.

**11. "Contract"** is, in particular, a contract concluded between the TA and the passenger pursuant to § 16 et seq. Of the Travel Act, or another contract for the provision of services pursuant to the Travel Act concluded between the passenger and the travel agency or the contracting authority. These GTC form an inseparable part of the contract. In the case of a contract concluded with a contracting authority, the general terms and conditions of the contracting authority concerned shall also form an integral part thereof.

### **Tours organized by travel agency**

**12. Pre - contractual information.** Prior to concluding the tour contract or contracts forming connected tourism services, the passenger was provided with information via the appropriate form in accordance with the Tour Act. A copy of the business license in the field of tour sales and mediation of related tourism services and a copy of the documents on protection in case of bankruptcy of the travel agency are available at [www.climbingbus.com](http://www.climbingbus.com)

**13. Order.** The interested party can book a tour or other service via the online form at [Climbingbus.com](http://Climbingbus.com) or by phone, resp. by e-mail (hereinafter referred to as the "**Order**").

a. The applicant is obliged to state all required data in accordance with the facts.

b. By sending the Order, the Applicant confirms that he / she has read and agrees with the GTC, the conditions of the providers of individual tourism services and that he / she meets the conditions for participating in the tour / providing another service. The Interested Party has the opportunity to acquaint himself with pre-contractual information in accordance with the Act on Tours before sending the Order.

c. If the applicant is interested in transporting oversized, sports or other special luggage (eg bicycle, golf equipment, surf equipment, pram, etc.) to the selected destination, resp. pets (dog, cat, etc.), informs the TA of this fact in the Order, so that the TA can verify the possibility and conditions of providing such transport and its price.

d. The TA reserves the right not to accept or reject the Order without replying and giving a reason, especially if:

i. The order contains incomplete, obviously incorrect or inconsistent data.

ii. This is an Order of a candidate who repeatedly sends incorrectly or fictitiously filled in Orders and repeatedly does not pay the agreed deposits for the booked tour or other services.

**14. Information on the status of order processing.** The TA immediately verifies whether the booked tour / other service is still available, as well as other information (including the price,

which may change over time) and subsequently informs the interested party about the status of the Order processing. In the event that the TA Order was delivered outside the business hours of the TA or the Contracting Authority, the TA will inform the Applicant about the status of the Order processing on the next following working day.

**15. Pre-booking.** If possible, the travel agency will make a preliminary reservation of the trip / service. The reservation is non-binding. In the event that the contracting authority confirms the reservation, the TA informs the interested party about the duration of the reservation. Otherwise, it informs the applicant that the reservation has not been confirmed. The TA is only responsible for such errors caused by technical failures in the reservation system that it caused. The TA is not responsible for booking errors caused by passengers or unavoidable and extraordinary circumstances.

**16. Price - specification.** Unless otherwise stated, the price per child means the price per child accommodated in an extra bed accompanied by two adults. The age limit of the child is determined by the TA. In some cases, it is necessary for the TA to first request the booked tour / service from the contracting authority. In this case, it is the so-called tour / service on request and the TA is entitled to demand payment of a deposit for the estimated price up to 100% of the estimated total price. In case of unsuccessful booking or booking of such a trip / service, the paid deposit will be returned to the applicant in full.

**17. Advance payment for the price and signing of the contract by the applicant.** The TA will send the Interested Party a draft contract, including its annexes and payment terms. The applicant is obliged to pay a deposit for the price of the trip / other service according to the payment conditions, which will be sent to him by the TA by e-mail and to express his consent to the draft contract, including its annexes.

**a.** The following annexes are an integral part of the tour contract:

i. tour application (title page of the contract) in the case of a tour contract,

ii. GTC,

iii. other documents specified in the contract.

**b.** The contract is governed by the law of the Slovak Republic. In the event that the data in the contract differ from the data stated in the tour / service offer, or from these GTC, the data specified in the contract apply.

**c.** The candidate is obliged to check all his data stated in the draft contract. The candidate is liable for damage caused by providing incorrect information in the contract caused by the candidate.

**d.** The candidate expresses his / her agreement with the contract, including its annexes, electronically - by clicking on the appropriate box, by clicking on the link sent by e-mail or by the candidate's positive reply to the proposal, in which the candidate unreservedly agrees with the text of the contract and its annexes. and its annexes and fax them to the TA number indicated on the contract or scanned by e-mail to the TA

address (all hereinafter referred to as "signing the contract"). The contract must be signed exclusively by the person specified in the contract as the customer.

**e.** By signing the contract, the passenger confirms that he has duly acquainted himself with the draft contract and all its annexes, agrees with their content, and accepts them in full. If the interested party also orders a tour / service for the benefit of third parties, by signing the contract he confirms that these third parties have agreed to the draft contract and its annexes and accepted them in full.

**f.** If the applicant has signed the contract but has not paid the advance payment for the trip within the due date, the expiration date is considered to have been met in vain and the contract is considered not concluded on this day, unless the parties specifically agree otherwise in writing. If the interested party does not pay the advance payment for the price within the specified period or does not express his consent to the draft contract, including its annexes, in the event of the interested party's continuing interest, a new Order must be sent. TA is not responsible for damage or other damage and / or other consequences caused to the bidder by not concluding the contract.

**18. Book tour.** After crediting the deposit to the price to the TA account and signing the contract by the applicant, the TA will record the tour / service specified in the contract. After booking the tour / service, the applicant will receive a confirmation (confirmation) and payment instructions to pay the remaining part of the price. The online database of offered tours / services, including prices, is constantly changing and the TA cannot in any way ensure that the tour / service specified in the draft contract will still be available to interested parties once it has been signed [TNF1]. If the TA is not able to book the tour within 5 working days from the crediting of the deposit to the TA account and the signing of the contract by the applicant, the expiration of the book-entry period is considered invalid if the parties do not specifically agree otherwise in writing. If it is not possible to book the trip / service, the deposit will be immediately returned to the applicant and a confirmation of non-conclusion of the contract will be sent. TA is not responsible for damage or other damage and / or other consequences caused to the bidder by not concluding the contract.

**19. Delivery of documents.** The travel agency will provide the passenger (preferably by e-mail) with confirmations, vouchers, travel tickets, tickets, information on scheduled departure times or check-in times, as well as scheduled times for stops, transport connections and arrival at the destination, well in advance of the trip; or places. Passport, customs, medical or other formalities and documents necessary for travel according to the valid regulations of the destination, resp. transit country.

**20. Contract changes before the start of the tour.**

**a. Assignment of the trip contract.** Before the start of the tour, the passenger on a durable medium may notify the TA that the tour will be attended by another person who meets all the agreed conditions for participation in the tour; the third party's consent to the assignment of the tour contract must be part of this notification. The change of passenger is effective against the TA if the notification of the transfer was delivered to the TA within a reasonable time, but no later than 7 days before the start of the tour; on the day of delivery of the notification, the person named in the

notification becomes a passenger. The original passenger and the new passenger are jointly and severally liable for the payment of the remainder of the tour price and all fees, surcharges and other costs that arise in connection with the change of passenger and about which the TA informs them by e-mail. The fees, surcharges and other costs referred to in the first sentence shall be demonstrated to the new passenger, shall not be disproportionate and shall not exceed the actual costs incurred by the TA as a result of the transfer of the tour contract.

**b. Trip price change.** The TA is entitled to unilaterally increase the price of the tour under the following conditions:

- i. the price increase does not exceed 8% of the total tour price.
- ii. the price may be increased only as a direct consequence of changes in (a) the price of passenger transport resulting from changes in the prices of fuel or other energy sources, (b) the amount of taxes or fees for tourism services constituting a tour charged by a third party other than the direct provider or (c) exchange rates related to the tour.
- iii. the price increase will be calculated as the sum of the original tour price and the amount corresponding to the price increase, taxes, fees, resp. the amount of the difference arising on the conversion of the relevant amounts when the exchange rate changes according to the previous point.
- iv. the notice of the price increase will be sent to the passenger on a durable medium together with the justification and calculation of the price increase no later than 20 days before the start of the tour.

The passenger has the right to a reduction in the price of the trip corresponding to the reduction in costs referred to in point i. of this letter, which occurred from the conclusion of the trip contract until the start of the trip. When reducing the price, the TA will provide the passenger with the difference between the original price of the trip and the reduced price of the trip after deducting the actual costs incurred by the TA in connection with the change of the trip price.

**c. Change of other insignificant conditions.** The TA is entitled to unilaterally change the conditions of the tour contract than the above and in addition to the basic features of tourism services, payment conditions, the conditions of reaching the minimum number of passengers and the passenger's right to withdraw from the tour contract according to § 14 paragraph 2 letter. a), c) to e) and g) of the Act on Tours, if the change is negligible and the TA informs the passenger about the change in an unambiguous, comprehensible and certain way by e-mail.

**d. Other changes.** If the TA is forced to substantially change any of the basic features of tourism services listed in § 14 par. 2 letter a) of the Act on Tours or cannot meet the special requirements of the passenger, with which the TA agreed or proposes to increase the price of the tour by more than 8%, propose to the passenger a change in the trip contract by immediately informing the passenger by e-mail about (b) the proposed change to the passenger within the specified reasonable time to accept or

withdraw from the travel contract without payment of a severance pay, and (c) the fact that if the passenger does not accept the proposed changes to the travel contract within the specified reasonable time, the travel contract expires; and (d) the

price of the alternative tour, if such a substitute tour is offered to the passenger:

i. The TA may offer a replacement tour to the passenger who has withdrawn from the tour contract, if possible in the same or higher quality than the original tour. If the passenger withdraws from the trip contract and does not accept the offer of a replacement trip, the TA is obliged to return to the passenger all payments made by or on behalf of the passenger immediately, no later than 14 days from the date of delivery of the notice of withdrawal. The provision of § 23 of the Act on Tours shall apply mutatis mutandis in the event of withdrawal from the contract on the tour and non-acceptance of the substitute tour by the passenger.

ii. If, as a result of a change in the tour contract or the acceptance of a substitute tour, a lower quality or lower cost tour is to be provided, the passenger is entitled to a reasonable reduction in the tour price.

## **21. Withdrawal from the contract before the start of the tour and service fees for changes in the reservation.**

**a.** The passenger is entitled to withdraw from the contract at any time before the start of the trip without giving a reason under the conditions of payment of severance pay - the so-called cancellation fee as follows:

i. in the amount of 50 Eur / person + 30% of the price of the tour / service, but at least in the amount of costs charged by service providers who form the tour, if the withdrawal from the contract occurred 60 days or more before the start of the tour / service;

ii. in the amount of 50 Eur / person + 50% of the price of the tour / service, but at least in the amount of costs charged by service providers who form the tour, if the withdrawal from the contract occurred less than 30 days and 30 days or more before the start of the tour / service;

iii. in the amount of 50 Eur / person + 75% of the price of the tour / service, but at least in the amount of costs charged by service providers who form the tour, if the withdrawal from the contract occurred less than 30 days and 15 days or more before the start of the tour / service;

iv. in the amount of 100% of the tour price, if the withdrawal from the contract occurred 14 days or less before the start of the tour / service.

**b.** Service fees of Climbingbus sro for tours organized by Climbingbus sro

i. service fee 40 € - Client requested change CHANGE of product or trip - person of the customer or name of the client, including change of name in case of marriage (if allowed by the supplier).

The stated service fees are fees set by the company Climbingbus sro for the stated services and do not include fees charged by the suppliers of individual services (air carrier, accommodation facility, etc.) for the given service required by the client. The amount of the supplier's fee depends on individual conditions.

**c.** The passenger is entitled to withdraw from the contract before the start of the trip without paying a severance pay if unavoidable and extraordinary circumstances arise at or in the immediate vicinity of the trip that significantly affect the provision of the trip or the transport of passengers to the destination; upon withdrawal from the trip contract, the passenger is entitled to a refund of all payments made for the trip.

**d.** Before the start of the tour, the TA may withdraw from the tour contract without the obligation to compensate the passenger for the damage caused by this withdrawal, only if

i. the number of participants is less than the minimum number of participants required by the tour contract and the TA will withdraw from the tour contract no later than

1. 20 days before the start of the tour, if the journey lasts longer than 6 days,

2. 7 days before the start of the tour, in the case of a journey lasting from 2 days to 6 days,

3. 48 hours before the start of the tour, in the case of journeys lasting less than 2 days, or

ii. unavoidable and extraordinary circumstances prevent the TA from fulfilling the trip contract and the TA will notify the passenger of the withdrawal from the trip contract immediately before the start of the trip.

**e.** In case of withdrawal from the travel contract according to letter a., c. a d. above, the TA will return to the passenger all payments received from him under the contract or in connection with it without delay, but no later than within 14 days from the date of delivery of the notice of withdrawal from the contract or from the withdrawal of the TA from the contract. Provision of letter a. it is not affected.

**f.** The TA may withdraw from the tour contract before the start of the tour by notification delivered to the passenger by e-mail if

i. the passenger is late with payment, even if only part of the price of the trip, or

ii. due to a breach of other contractual obligations by the passenger, or

iii. due to the cancellation of the tour / service before the start of the tour / service.

If the TA withdraws from the contract according to point i. or ii. of this letter f., the passenger is obliged to pay the TA a contractual penalty in the amount corresponding to the cancellation fee according to the time of withdrawal specified in letter f. a. of this paragraph, which shall be offset against the advance payment already paid. The TA is obliged to immediately return the balance of the paid trip price to the passenger.

**22. Passenger liability.** The passenger ensures at his own expense:

- a. completion of medical or other formalities necessary for the trip or stay;
- b. early start of the trip, trip or accommodation, resp. to another service according to the instructions of the TA. The passenger should respect the recommendations regarding the appropriate departure time and plan the departure times so that he arrives at the departure / departure point with sufficient or the required time in advance of the start of the tour / service;
- c. compliance with all instructions, regulations and obligations (eg passport, visa, health, regulations for the joint transport of animals, etc.) for the implementation of services / tour, as well as the completeness of travel documents. In this connection, the passenger without the cooperation of the travel agency will obtain all the documents required for entry, stay, resp. transit to the country concerned, in particular visas, proof of health insurance, etc., if required. In the event of non-compliance with these obligations, the airline is entitled to refuse the carriage and to invoice the passenger for all resulting costs and damages;
- d. validity of your own passport (s) and obtaining valid entry visas (if required by the country). Under no circumstances is the TA responsible for the validity and processing of these documents. The issue of tourist visas always depends on the decision of the immigration office / officials of the country to which the passenger applies for entry visas. For passengers from Slovakia, on the link [http://www.mzv.sk/sk/cestovanie\\_a\\_konzularne\\_info/cestovne\\_doklady\\_a\\_viza-kam\\_viza\\_nep](http://www.mzv.sk/sk/cestovanie_a_konzularne_info/cestovne_doklady_a_viza-kam_viza_nep) Need SR entry visas. The TA is not responsible for the completeness and accuracy of the above information. Immigration formalities and legislation of different countries and for different nationalities can be changed and adjusted at any time without prior and timely information provided by the TA;
- e. in the event of a refusal of comprehensive travel insurance, the passenger assumes full responsibility for any damages that are otherwise subject to the comprehensive travel insurance, which is offered by the travel agency.

**23. Responsibility for providing travel and complaints.** The TA is responsible for the breach of the trip contract, even if other providers of tourism services provided within the trip have obligations.

- a. Passenger notification obligation. If any of the tourism services is not provided in accordance with the tour contract, the Tour Act or a special regulation to which the Tour Act refers in this connection, or if it does not have the characteristics that the passenger reasonably expected with regard to the offer and customs, he is obliged to immediately notify the TA or its authorized representative.
  - i. The TA is obliged to make the correction within a reasonable period determined by the passenger by bringing the tourism service into compliance with the contract, the Tour Act or a special regulation to which the Tour Act refers in this connection, or with the passenger's reasonable expectations, if this is possible due to circumstances or if this does not cause the TA to incur disproportionate costs due to the extent of the

breach of contract and the value of the services concerned. It is not necessary to set a time limit if the TA informs the passenger that he will not make the correction, or if the correction cannot be postponed due to the special interest of the passenger.

ii. If the TA fails to make amends, it will offer the passenger alternative tourism services of the same or higher quality as specified in the contract, at no additional cost to the passenger or of a lower quality than specified in the contract, with an offer of a reasonable price discount, even if the passenger's return to the place of departure is not provided for in the contract. The passenger may refuse alternative services if they are not comparable with the services specified in the contract or the discount offered for lower quality services is not reasonable. If the passenger rightly refuses to provide alternative services or is unable to accept these alternative services for objective reasons, the passenger continues to use the services that are the subject of his notification under letter. a. above, and the TA will provide the passenger with a reasonable discount on the price of the tour for the services that were the subject of his notification. If the trip also includes passenger transport, the TA will immediately ensure repatriation by comparable transport without additional costs for the passenger in the cases specified in the Tour Act.

iii. If the TA does not perform the correction or provide the passenger with alternative services according to points i. and ii. above, the passenger has the right

1. to make the correction himself and demand from the TA reimbursement of expediently incurred costs,
2. to withdraw from the contract without paying severance pay and demand a reasonable discount from the tour price for tourism services that were not provided properly and on time, this is a material breach of contract. If the trip also includes passenger transport, the TA will immediately ensure repatriation with comparable transport without additional costs for the passenger.

iv. The TA is obliged to make a written record in cooperation with the passenger and to hand over a copy of this written record to the passenger, if

1. he does not make the correction according to point i. above and does not offer the passenger alternative tourism services of the same or higher quality than specified in the contract, at no additional cost to the passenger,
2. offer the passenger alternative tourism services of a lower quality than specified in the contract, offering a reasonable discount on the price,
3. the passenger legitimately refuses the alternative services or is unable to accept them for objective reasons,
4. the passenger performs the correction himself according to point iii./1 above.

**b. Complaints.** The passenger has the right to file a complaint about the trip within two years from the end of the trip or, if the trip did not take place, from the day when the

trip was to end according to the contract. The passenger exercises his right to complain in one of the following ways:

- i. in writing to the address of the TA;
- ii. by e-mail to [issues@climbingbus.com](mailto:issues@climbingbus.com)

TA will handle the complaint no later than 30 days from the date of the complaint. If possible, the passenger shall enclose a written record in accordance with letter a. point iv. higher. If the TA does not prove that the breach of contract was caused by the passenger, it is obliged to return to the passenger within 30 days from the date of the complaint the part of the price corresponding to the reasonable discount according to letter a. above, taking into account the gravity and duration of the breach; this does not affect the passenger's right to claim damages.

**c. Impossibility of return.** If, due to unavoidable and extraordinary circumstances, it is not possible to secure the return of the passenger under the tour contract, the TA shall reimburse the cost of necessary accommodation, if possible of the same category and class, lasting a maximum of 3 nights per passenger. If longer periods are laid down in the special rules on passenger rights applicable to the means of return for the passenger concerned, those longer periods shall apply. Restrictions on accommodation costs do not apply to persons with reduced mobility and accompanying persons, pregnant women, unaccompanied minors or persons in need of special medical care, if the TA has been informed of their special needs at least 48 hours before the start of the trip.

**d. Authorized representative.** If you have any difficulties, you can contact the authorized representative of the travel agency for assistance during the entire trip, who is also authorized to receive and handle complaints during the trip:

Name: Tomáš Greksák

Address: Liesková 3B, 90031 Stupava

E-mail: [tomaso@climbingbus.com](mailto:tomaso@climbingbus.com)

Tel : +421903380356

**24. Damages.** The passenger has the right to adequate compensation for property damage and also the right to reasonable non-property damage incurred as a result of a material breach of the trip contract, for which the TA is responsible.

**a. Disclaimer.** The TA can be released from liability for damage if it proves that the breach of contract was caused by

- i. passengers,
- ii. a third party other than a tour operator providing the tour, if the breach could not have been foreseen or averted, or

iii. unavoidable and exceptional circumstances.

**b. Limitation of the scope of damages.** If an international agreement by which the EU is bound limits the scope of damages or the conditions under which it is to be paid by the tour operator, the same restrictions apply to TAs. If an international agreement by which the European Union is not bound limits the compensation to be paid by the service provider, the same restrictions apply to the TA. Notwithstanding the above, the scope of damages is limited to an amount corresponding to three times the total price of the trip, except in the case of injury, intentional damage or damage caused by negligence.

**25. Help in difficulties.** The TA will immediately provide the passenger with adequate assistance in difficulties, even in unavoidable and extraordinary circumstances, in particular by providing appropriate information on health care services, local authorities and the embassy of the Slovak Republic and assistance to the passenger with distance communication and finding an alternative solution. If the passenger finds himself in difficulty as a result of his intentional conduct or negligence, the TA is entitled to demand payment from the passenger for the assistance provided. However, the amount of reimbursement will not exceed the amount of actual costs incurred by the TA by providing assistance to the passenger.

**26. Bankruptcy protection.** Prior to concluding the tour contract, the passenger was provided with information on protection in case of bankruptcy. The passenger is covered by bankruptcy protection under the Travel Act.

**27. Information on the possibility of alternative dispute resolution.** The consumer, who is a consumer, has the right to turn to the TA if he is not satisfied with the way in which the TA handled his complaint or if he considers that he has violated his rights. Furthermore, it shall have the right to request the initiation of an ADR entity (ADR) if the request under the previous sentence has been rejected in the negative or has not been answered within 30 days of its dispatch. The proposal is submitted by the consumer to the relevant ADR entity; the possibility of going to court is not affected. Other conditions related to ADR are set out in Act no. 391/2015 Coll. on Alternative Dispute Resolution and on Amendments to Certain Laws. The European Commission has developed an online dispute resolution (RSO) platform for out-of-court consumer dispute resolution. This platform can also be used by the consumer to resolve their disputes, via the link <http://ec.europa.eu/consumers/odr>. In case of any problems, the consumer can contact the TA at: [issues@climbingbus.com](mailto:issues@climbingbus.com)

### **Trips arranged for another contracting authority - for another travel agency**

**28.** In the case of tours arranged for another travel agency, paragraphs 12 to 18 and 27 above shall apply mutatis mutandis.

**29. Pre-contractual information.** Prior to concluding the tour contract or contracts forming connected tourism services, the passenger was provided with information via the appropriate form in accordance with the Tour Act, including information on the travel agency for which the travel agency arranges the sale of the tour. Copies of business authorizations in the field of tour sales and intermediation of related tourism services, including their officially certified

translations and copies of documents on protection in case of bankruptcy of travel agencies for which the travel agency arranges tour sales are available at [www.climbingbus.com](http://www.climbingbus.com)

**30. Contract.** An inseparable annex to the contract are also the general terms and conditions (payment, travel, complaint, etc.) of the contracting authority, published by the contracting authority, usually in the language of the country in which the contracting authority is established. Other related documents provided by the contracting authority are also part of the contract and are usually stated in the mother tongue of the registered office of the contracting authority. According to the general terms and conditions of contracting authorities, the contract is usually governed by the law of the country in which the contracting authority is established, but this may not always be the case. The mutual rights and obligations of the TA and the applicant, regulating the mediation of the sale of a tour or other service, are governed by these GTC.

**31. Liability.** In the case of tours or other services offered by the TA as an intermediary, the TA informs the applicant that it is a trip / service of another travel agency. Based on the mediation contract, the TA is entitled to conclude contracts on behalf of the contracting authorities, collect and enforce the agreed price of the tour and other services and any cancellation fees. In the case of an arranged trip / service, the contracting authority is solely responsible for fulfilling the contract. Mediation is characterized by the TA's obligation to the contracting authority to mediate the conclusion of a contract between the contracting authority and the applicant, resp. passengers. When arranging, the TA concludes a contract on behalf of the contracting authority whose trip or other service is mediated. In such a case, the contracting parties and the passenger are the parties to the contract.

**32. Withdrawal** from the contract before the start of the trip. The cancellation conditions of the contracting authority are specified in the general terms and conditions of the contracting authority. If the TA pays a cancellation fee or other payment to the relevant contracting authority on behalf of the passenger, it will have a direct right to its payment to the passenger due to unjust enrichment.

**33. Complaints.** The passenger is entitled to deliver the notification, request, complaint or grievance concerning the provision of the tour directly to the TA:

- In writing to the address of the TA;
- By email to [issues@climbingbus.com](mailto:issues@climbingbus.com)

If the TA has arranged the sale of the tour for another travel agency, it will immediately forward the received complaint to this travel agency and will not process it itself. However, the day of delivery of the TA's complaint is considered to be the day of delivery to the relevant travel agency - the contracting authority.

In the case of tours or other services, the sale of which was arranged for another contracting authority, the contracting authority, which is in a legal relationship with the passenger, is fully liable for the breach of obligations arising from the concluded contract. TA as an intermediary is not responsible for the quality and scope of services provided by the contracting authority. In this case, the passenger submits any service complaints exclusively to the contracting authority (this condition is maintained even if the passenger delivers the

complaint to the contracting authority through the TA as an intermediary), in the official language of the country in which the contracting authority has its registered office. The TA, as an intermediary, is not entitled to resolve complaints on behalf of the contracting authority.

In case of a request, the TA will provide the passenger with basic cooperation in handling the complaint of services with the contracting authority, but does not provide translation services for the subject matter and content of the complaint itself. It is recommended to enclose a complaint protocol from the place of residence confirmed by the authorized representative of the contracting authority, or other relevant documents (photographs, etc.).

### **Final provisions**

**34.** The offer of tours / services presented on [www.climbingbus.com](http://www.climbingbus.com) is compiled on the basis of data received electronically from individual contracting authorities or third parties technically ensuring the provision of this data. All information (including prices, free capacities, available classes, photos, etc.) is regularly updated and displayed as obtained from their providers. Some information may be out of date and changed since the last update. The TA is not responsible for the accuracy and possible changes of this information.

**35.** The applicant / passenger notes that:

- a. all telephone conversations between the applicant / passenger and the TA can be monitored and recorded;
- b. The TA measures the traffic of its websites;
- c. delivery will be made to the address (postal, e-mail) specified in his Order, unless he informs the TA about delivery to another address;
- d. delivery is also considered to be the rejection of the document (consignment) to the interested parties / passengers or its non-acceptance and return to the TA. The effect of the delivery occurs at the moment of returning the undelivered consignment to the TA;
- e. Within the framework of pre-contractual and contractual relations according to these GTC, the TA processes personal data of the applicant / passenger in accordance with the relevant provisions of Regulation (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to personal data processing. repealing Directive 95/46 / EC (General Data Protection Regulation, hereinafter "GDPR") on the legal basis of Article 6 (1) of the 1 (b); to the extent provided for in and on the legal basis referred to in Article 6 (2). 1 letter c) for the purpose of establishing pre-contractual and contractual relations with TA;
- f. The TA will also process, unless the data subject objects, the personal data of the data subject on a legal basis pursuant to Article 6 para. 1 letter f) by sending the Newsletter as a legitimate interest of the TA and the reasonable expectation of the candidate / passenger as a customer to be informed about the news and offers of the TA. You can object to this processing and simply cancel it by sending a communication to [issues@climbingbus.com](mailto:issues@climbingbus.com);

g. The personal data of the candidate / passenger and third parties may be provided to the relevant travel agencies, agencies, airlines and other service providers than the contracting parties.

**36.** The TA is entitled to unilaterally change these GTC at any time, by publishing new GTC on the website [www.climbingbus.com](http://www.climbingbus.com). The change of these GTC cannot affect the mutual rights and obligations of the TA and the passenger in relation to the contract that was concluded before the publication of the change of the GTC.

**37.** These GTC come into force on December 28, 2021.