

# General Terms and Conditions of Invia International, a.s.

---

Registered office: Českobratrská 3321/46, Moravská Ostrava, 702 00, Ostrava, Company Registration Number: 05426677

## 1. THE INTRODUCTORY PROVISIONS

1.1 The General Terms and Conditions of the Invia International, a.s. tour operator (hereafter also simply referred to as **“the Conditions”**) apply to all package tours operated by the Invia International, a.s. tour operator and furthermore to any individual tourism services sold on behalf of and at the expense of the Invia International, a.s. tour operator, unless the special contractual conditions state otherwise.

1.2 Invia International, a.s., Company Registration Number: 054 26 677, registered office: Moravská Ostrava, Českobratrská 3321/46, 702 00 Ostrava, incorporated in the Commercial Register held at the Regional Court in Ostrava under Section B, File 10864 (hereafter simply referred to as **“Invia International”**), acts as a travel agency which especially undertakes its activities via its commercial representatives. Its commercial activities and any legal relations based on contracts concluded with Invia International are subject to the laws of the Czech Republic.

1.3 For the purposes of these Conditions, a package tour is defined in line with Act no. 159/1999 Coll. on some of the conditions for commercial activities and the performance of some activities in the area of tourism, as amended (hereafter simply referred to as **“the Act”**), and section 2521 et seq. of Act no. 89/2012 Coll., the Civil Code, as amended (hereafter simply referred to as the **“NCC”**) as a set of tourism services according to the Act or also any individual tourism services provided by Invia International (hereafter simply referred to as a **“Package Tour”**). If the subject of the performance is only one tourism service and does not involve a package tour, all of the provisions will apply to this service as to a Package Tour, unless the parties explicitly state otherwise.

1.4 Invia International reserves the right to make errors in the published prices, dates and any other information in the offer. Only the price and the other conditions stated in the validly concluded Package Tour contract will be binding for the Customer.

1.5 Package Tours can be purchased from Invia International by any individual over the age of 18 who concludes a Package Tour contract (or any other type of contract for the offered services) with Invia International or by the individual, to whose benefit the contract is concluded. For the purposes of these Conditions, a customer is also a person who has sent a non-binding order for a Package Tour or any other service in line with Article 2 of these Conditions (hereafter simply referred to as a **“Customer”**).

1.6 The Conditions of Carriage of the given airline also constitute an integral part of the Package Tour contract. The Customer will receive any details in relation to the air travel or the detailed conditions of carriage from the seller upon request.

1.7 The overall price does not include any travel insurance, visas, service fees for cruises, voluntary optional services at the destination (for example, optional trips, car hire and so on) or the handling charge for children up to 2 years of age. It also does not include any stay or departure taxes, which are charged directly at the destination and therefore cannot be included in the overall price. The Customer will receive the current information from the seller prior to making the purchase.

## 2. THE ORDER AND THE CONCLUSION OF THE CONTRACT

2.1 Each Customer may send an arbitrary number of non-binding orders (reservations) for the Package Tours on offer. Invia International does not have any information at the time of the receipt of the order as to whether the given Package Tour is available or not. This information will be confirmed and subsequently elaborated, if necessary.

2.2 The Customer is aware that some offers may not necessarily include complete information (especially in the case of last-minute Package Tours or in other cases). The Customer will receive this information about the Package Tour from an employee of Invia International after the receipt of the order.

2.3 Invia International reserves the right to correct any inaccuracies, which may have occurred when the Package Tour was entered into the database or as a consequence of any changes in the circumstances, under which the price was initially set and which mean that it would no longer be possible to proceed with the offer, and to do so at any time after the Customer's order has been sent.

2.4 Customer orders are processed by Invia International as follows:

- a) Once the Customer has ordered a selected Package Tour in line with Article 2.1 of these Conditions and Invia International has received the order, Invia International will reserve the Package Tour. Reservations can be made during the opening hours at Invia International. If an order is lodged on a non-business day, it will be processed on the nearest following business day. If there are any problems with the reservation, Invia International will contact the Customer and agree on the further procedure.
- b) The Customer is aware that the calls with the employees of Invia International involving telephone orders will be monitored, which does not affect the Customer's right to refuse any such monitoring.

2.5 If an order placed by a Customer is accepted by Invia International, a contract will be concluded in the following manner and while adhering to the following conditions:

The contractual relations between the Customer and Invia International in the case of Package Tours will be established as of the conclusion of the Package Tour contract or the conclusion of any other type of contract (i.e. the acceptance of an order) in the case of any other services (hereafter simply referred to as the "Contract"). The contents of the Contract are defined by the Package Tour or the service offer, the non-binding order for these services and its acceptance by Invia International, these Conditions, which constitute an integral part of the Contract, or the confirmation of the Package Tour according to Article 2.7 of these Conditions or any eventual annexes to the Contract and these Conditions. Invia International is obliged to include these Conditions in the draft Contract for the Customer. The Customer is aware that by accepting the Contract he/she also agrees with these Conditions which constitute an integral part of the Contract.

Invia International can also inform the Customer of the deadline for accepting the draft Contract; the draft will lapse and the Contract will not be concluded, if the-draft Contract is accepted after the expiry of the deadline. In the opposite case, the Contract will be concluded and come into effect as of the day according to Article 2.6 of these Conditions. If the Customer is not informed of the deadline for the acceptance of the Contract, this will be taken to mean that the draft Contract will lapse at the latest 3 days after its delivery.

2.6 The Contract will come into effect on the day it is confirmed in textual form by Invia International. The provisions set out in Article 3.4 will be applied, if the Contract is not confirmed.

2.7 At variance with Article 2.6 of these Conditions, the effectiveness of the Contract for selected Package Tours will commence as of the confirmation of the Package Tour by Invia International, provided the Customer has been provided with a document on the Contract - confirmation of the Package Tour upon the acceptance of the Contract or directly afterwards. If the Contract has been drawn up in written form, the confirmation of the Package Tour will replace any copy thereof, provided it contains all the prerequisites set out in section 2527 of the NCC.

2.8 As the organiser of the Package Tour, Invia International is obliged to provide the Customer with a document from the appropriate insurance company on the insurance conditions and the method of reporting an insurable event and to do so along with the Contract.

2.9 Unless expressly stated otherwise for the given Package Tour, the price for a "Child" usually applies to a child sleeping in an additional bed accompanied by two individuals.

2.10 Unless expressly stated otherwise for a given Package Tour:

Children up to the age of 2 travel without any entitlement to a separate seat in the plane and in-flight food or to a bed and board during the stay and Invia International charges a handling fee of 990 CZK for them (the same amount for a one-way or a return ticket). This handling fee applies to all the destinations served by charter flights, including independent flight tickets, and it is not subject to cancellation fees. In the case of airline flights, the price is set according to the carrier's conditions. Any additional costs for a child's cot are paid directly at the hotel. The child may not turn 2 before returning from the destination.

One child aged from 2 to 12 years of age, who is accommodated along with two adults, will receive the usual discount or a special child's price. The child may not turn 12 before returning from the destination. This rule also applies to all other children's discounts. Some accommodation facilities have different age limits for children; you can find more information in the specific price offer from the individual hotels. If a child who is a minor is not travelling with his/her parents, the individual who books the Package Tour is obliged to secure the parents' written consent for the child to travel, written in English.

2.11 If the Customer, when selecting a Package Tour, chooses a hotel with a discount provided by the hotel only to the certain groups of Customers (e.g. Customers aged 55 and over or on the basis of other criteria), the Customer confirms that he/she is entitled to the discount and is able to prove this entitlement to the hotel or Invia International. If the Customer does not prove his/her entitlement to the discount, the hotel or Invia International is entitled to charge the Customer the difference in the price of the Trip.

2.12 The customer is aware that Invia International may use the services of its business partners, i.e. the services provided at the Customer's place of stay may be performed by an employee of a business partner of Invia International.

2.13 The Customer is authorised to contractually assign the Contract to a third party, provided said party complies with the conditions for participation in the Package Tour. The change will be effective with regard to Invia International, provided the assignor informs the company of this fact in time and in writing along with the declaration of the assignee as to the fact that he/she agrees with the concluded Contract and that he/she meets all the conditions for the Package Tour. The notification must be delivered at least seven days before the commencement of the Package Tour; otherwise, Invia International will not be obliged to accept the assignment of the Contract. In this case, Invia International may only request the payment of any commensurate costs associated with the assignment.

### 3. PAYMENT

3.1 The Customer will be given the payment instructions in writing, usually by email along with the Contract, or the payment information will be stated directly in the Contract or in the confirmation of the Package Tour.

3.2 Unless stated otherwise in the Contract or agreed between the participants, the Customer will usually pay 50% of the full price for regular Package Tours booked more than 45 days in advance as of the conclusion of the Contract. The Customer will then usually pay the remainder of the full price for the Package Tour agreed in the Contract 45 calendar days before the first service is utilised (the commencement of the Package Tour).

3.3 Unless stated otherwise in the Contract or agreed between the participants, the Customer will pay for any "last minute" Package Tours and for any Package Tours booked less than 45 days before the commencement of the tour in a full one-off payment made to the account of Invia International held at the branch of the appropriate bank by means of a direct credit, at the branches of Invia International or in any other manner on the basis of an agreement with an employee from Invia International. Exceptions may occur with regard to the occupancy of the flights or the Package Tours or on any other grounds, whereupon the Customer will be given other payment instructions than those set out in these Conditions. Any fees for changes in the bookings or withdrawals from the Contract (cancellation fees) will be payable immediately.

3.4 The Customer is aware of the fact that in exceptional cases Invia International may not be able to confirm the reservation after the Contract has been signed (see Article 2.6 of these Conditions). In

such a case, the Contract will be annulled from its inception and the Customer will be entitled to an immediate refund of all paid monies.

3.5 If Invia International is forced to change the Contract or the Package Tour price on objective grounds, the Customer will have the option of withdrawing from the Contract within a deadline of five (5) days from the receipt of the proposed amendment to the Contract; otherwise, the Customer will be considered to be in agreement with the proposed amendment to the Contract.

3.6 Payments from and to abroad are only possible by individual arrangement with an employee from Invia International and the Customer will always pay any bank fees.

## 4. TRAVEL DOCUMENTS AND ENTRY CONDITIONS

4.1 Every Customer is obliged to have a valid passport when travelling abroad or a valid identity card when travelling within the Schengen Area. Every Customer is obliged to verify the important information associated with the entry into the chosen destination or the states which any land transport passes through on the way to the selected destination. The Customer must always complete any visa formalities prior to travelling, of which he/she will be notified in a suitable manner along with the passport requirements prior to concluding the Contract. Invia International does not bear any responsibility for the eventual non-issuance of a visa.

4.2 The Customer is aware of the fact that various destinations require different minimum periods of passport validity (this is usually expressed in months after the return from the destination). Most destinations require a minimum validity of six (6) months. Citizens of the Czech Republic can find more information on the website of the Ministry of Foreign Affairs of the Czech Republic (hereafter simply referred to as the MFA CR) or of the embassies and consulates in the individual countries. **Travellers with Czech citizenship are also obliged to check any visa, security or other conditions necessary for entering and staying in the given country (e.g. mandatory vaccinations or required health tests), including the current situation at the destination, on the same websites prior to booking a Package Tour. Customers with other citizenship are obliged to ascertain the passport, visa and other formalities for their stay at the given destination and in any transfer/transit countries from the appropriate authorities according to their citizenship prior to booking a Package Tour.**

4.3 We recommend that clients should travel with several photocopies of their travel documents or that they should save them in an email etc., so as to simplify the arrangement of replacement documents, if any travel documents are lost when abroad. These copies may simplify the resolution of many situations. This especially involves cases of the loss or theft of documents and during the requirement of the hotel to leave one's passport at reception until the following day. According to a communique from the MFA CR, hotels are not entitled to hold clients' passports even for one day, even though this is common practice. Hotels can photocopy or scan any travel documents and they should then immediately return the document to its owner. If a travel document is lost abroad, Czech citizens should report the loss or theft of their travel documents abroad to the local police and request them to issue confirmation thereof. They should then inform an embassy or consulate of the Czech Republic of the loss (hereafter simply referred to as a "Czech embassy"). In the **case of an emergency**, the traveller may contact the appropriate Czech embassy with a request for assistance. The list of embassies and consulates can be found on the MFA website in the "**States of the world - travel information**" section under the "Czech contact points" chapter. A citizen of the Czech Republic can request the issuance of a replacement travel document, if it is urgently required; the Czech embassy will only issue any such document for the shortest possible period once the conditions for its issuance have been complied with. The replacement travel document is used for a single journey and its validity is limited by the purpose of the journey, in particular to enable the return of the holder to the Czech Republic. The aforementioned only applies to citizens of the Czech Republic. We recommend that travellers with other citizenship should contact the appropriate embassy according to their citizenship, as needed.

4.4 The Customer will receive any other necessary documents secured by Invia International, such as vouchers, air tickets and so on, from Invia International. Unless agreed otherwise, these documents will usually be sent 7 days before departure or they can be submitted to the Customer directly at the departure point. In the case of a flight with an airline which does not require electronic tickets or in the case of accommodation in facilities which do not require electronic vouchers, the Customer will prove his/her identity at the airport and at the hotel purely with their travel document or personal identity card.

4.5 The Customer is aware that various destinations or transit countries require or may impose a negative PCR test for COVID-19, a valid COVID-19 vaccination or both, or other similar health restrictions as a condition of entry at any time prior to the commencement of the tour and undertakes to check and arrange such entry requirements in order to participate in the tour.

## 5. PACKAGE TOURS ON REQUEST

5.1 In the case of some of the offered Package Tours, the Customer can try requesting further places via Invia International, even when it is apparent from the Package Tour offer that no further places are available.

5.2 The interested parties are aware that the Package Tour organiser first has to request any free capacity from the appropriate partner of Invia International (i.e. from the accommodation facility abroad).

5.3 In such a case, Invia International is authorised to request an advance on the price for the Package Tour at the amount of up to 100% even before the Tour Package reservation has been confirmed by the foreign partner.

5.4 The Package Tour Contract will be considered to have been concluded between Invia International and the Customer as of the moment of payment. This Contract will come into effect in compliance with Article 2.6 of these Conditions and it will lapse, if the reservation is not confirmed. The Customer will always receive a full refund of the provided advance payment, if the Contract lapses.

## 6. CANCELLING A PACKAGE TOUR AND COMPENSATION

6.1 The Customer may withdraw from the Contract prior to the commencement of the Package Tour. The withdrawal must be undertaken in writing and it must have been signed by the individual who concluded the Package Tour Contract. Unless the grounds for the Customer's withdrawal involve a breach of the obligations of Invia International arising from the Contract, these Conditions or the law, the Customer will be obliged to pay Invia International compensation in compliance with these conditions:

(a) The Customer is entitled to withdraw from the Contract prior to the realisation of the Package Tour. This withdrawal must be delivered to Invia International in writing. This will annul the contractual relations between the Customer and Invia International and the Customer's participation will be cancelled as of the day when the written withdrawal (cancellation) is delivered to Invia International. If the Customer withdraws from the Contract, Invia International will be obliged to provide the Customer with a full refund of everything it has received from the Customer towards the price of the Package Tour according to the cancelled Contract and the Customer will be obliged to pay Invia International the following "cancellation fee":

- the actually occurring costs up to the 65<sup>th</sup> day before the realisation of the Package Tour, but at least 10% of the total price for the Package Tour;
- the actually occurring costs 65 to 46 days before the realisation of the Package Tour, but at least 20% of the total price for the Package Tour;
- the actually occurring costs 45 to 31 days before the realisation of the Package Tour, but at least 50% of the total price for the Package Tour;
- the actually occurring costs 30 to 16 days before the realisation of the Package Tour, but at least 80% of the total price for the Package Tour;
- 15 days or less before the realisation of the Package Tour, 100% of the total price of the Package Tour.

The compensation valid for Package Tours to destinations in the Czech Republic and Slovakia using the Customer's own transport:

- the actually occurring costs up to the 46<sup>th</sup> day before the realisation of the Package Tour, but at least 300 CZK per passenger;
- the actually occurring costs 45 to 28 days before the realisation of the Package Tour, but at least 10% of the total price for the Package Tour;

- the actually occurring costs 27 to 15 days before the realisation of the Package Tour, but at least 30% of the total price for the Package Tour;
- the actually occurring costs 14 to 6 days before the realisation of the Package Tour, but at least 70% of the total price for the Package Tour;
- the actually occurring costs 5 to 3 days before the realisation of the Package Tour, but at least 85% of the total price for the Package Tour;
- 4 days or less before the realisation of the Package Tour, 100% of the total price of the Package Tour.

The compensation valid for all destinations using the Customer's own transport, with the exception of the Czech Republic and Slovakia:

- the actually occurring costs up to the 40<sup>th</sup> day before the realisation of the Package Tour, but at least 10% of the total price for the Package Tour;
- the actually occurring costs 39 to 22 days before the realisation of the Package Tour, but at least 40% of the total price for the Package Tour;
- the actually occurring costs 21 to 15 days before the realisation of the Package Tour, but at least 60% of the total price for the Package Tour;
- the actually occurring costs 14 to 8 days before the realisation of the Package Tour, but at least 85% of the total price for the Package Tour;
- 7 days or less before the realisation of the Package Tour, 100% of the total price of the Package Tour.

(b) The Customer will also be obliged to pay the compensation, if Invia International withdraws from the contract as a consequence of a breach of the obligations on the part of the Customer.

(c) For all Package Tours offered by Invia International where the information "100% cancellation fee" is indicated in the accommodation details when selecting a room, the Customer acknowledges that in the event of cancellation of the Package tour agreement, the Customer is obliged to pay Invia International a contractual cancellation fee of 100% of the Tour price.

(d) If the Customer requires a change in the Contract, Invia International will be authorised to request the following performance, provided it accepts the request:

**a change of participant:** if the Customer informs Invia International in writing that the person stated in the notification will participate in the Package Tour instead of him/her, the original and the new Customer will be jointly and severally liable for the payment of the price for the Package Tour and the original Customer will be obliged to acquaint the new Customer with these Conditions and any other information which has been provided to the Customer in relation to the Package Tour. Invia International will be authorised to request compensation for any costs which arise for it in this regard;

**a change in the date of the Package Tour or the services (the change can be made on the basis of an availability check and the possibility of making the change):** Invia International is authorised to request compensation for any costs which it incurs in this regard in the period up to 45 days before the realisation of the Package Tour, but Invia International will also be authorised to require the Customer to pay the fee at the amount set out in Article 6.1 of these Conditions in addition to compensation for the company's costs, if the requested change occurs within a deadline of less than 45 days prior to the realisation of the Package Tour;

any change in the accommodation capacity or the booked services is always subject to the cancellation conditions according to Article 6.2 of these Conditions.

(e) If the Customer makes use of the option of having another entity pay for the Package Tour (for example, a holiday contribution from the employer, payment via the company's benefit management, payment for the Package Tour in instalments and so on) and the Package Tour is then cancelled by the Customer or Invia International in line with these Conditions or on the basis of the law, any eventual refund of the price for the Package Tour will only go to the entity which provided it (i.e., if the Customer's employer paid for the Package Tour, the refund for the cancelled Package Tour will be paid to the Customer's employer and it cannot be refunded to the Customer

and so on). If the price has been partially paid by the Customer and partially by another entity (for example, the employer), the refund for the Package Tour price will be paid to all the payers at the same ratio, if the Package Tour is cancelled. For the purposes of these Conditions, another entity is not understood to mean a fellow traveller or any individual, to whose benefit the Contract has been concluded. The deadline for dealing with any refunds of the price for a cancelled Package Tour amounts to 14 calendar days.

(f) If the Customer makes use of the option of paying with a gift certificate issued by Invia International, the refund of the price of the Package Tour will be subject to the conditions stated on the gift certificate, if the Package Tour is subsequently cancelled.

(g) The Customer, who concluded the Package Tour Contract with Invia International, is also obliged to pay any cancellation fees which arise in connection with the cancellation of the participation of any individual in the Package Tour Contract. The aforementioned applies analogously for the amount of the cancellation fees.

(h) Invia International is entitled to credit the appropriate amount of the cancellation fees against the advance payment or the entire paid Package Tour price and the Customer has provided his/her express consent for it to do so. The cancellation fees also apply to Package Tours "on request". If the Customer is charged cancellation fees by Invia International as a consequence of the withdrawal of Invia International from the Contract due to a breach of the Customer's obligations, the decisive day for designating the effectiveness of the withdrawal from the Contract will be the date when the Package Tour is cancelled in the Invia International reservation system.

(ch) Invia International will also be authorised to withdraw from the Package Tour Contract due to any breach of the obligations on the part of the Customer and also in any cases where the Customer seriously disrupts the course of the Package Tour (or if there is a risk of any such situation occurring) and when the Customer is demonstrably under the influence of narcotic and addictive substances and it may do so prior to the commencement of the use of the services which constitute the subject of the Package Tour Contract or after the commencement of the Package Tour. The Customer is aware of the fact that he/she will not be entitled to a refund for the aliquot amount of the price for any unused services, if Invia International withdraws from the Package Tour Contract on the grounds of a breach of the Customer's obligations. The customer will be obliged to compensate Invia International for any costs which arise in association with the transportation of the Customer back to the point of departure and for any incurred damages.

6.2 Withdrawal from the Contract (cancellation) must be undertaken exclusively in writing with the Customer's signature and sent either to the email address [odstoupeni@inviainternational.com](mailto:odstoupeni@inviainternational.com) between 9 am and 5:30 pm from Monday to Friday or during the opening hours of any of the Invia International branches. The Customer may also deliver the cancellation to the registered office of Invia International in person, where the responsible employee will confirm its receipt for the Customer.

6.3 The time of the delivery of the withdrawal to Invia International is decisive for determining the amount of the compensation.

6.4 In the case of a breach of the obligations, which Invia International is liable for, the Customer will also be compensated for any damage to property and for any losses caused by the loss of the holiday, especially if the Package Tour has not taken place or has been significantly shortened. This right of the Customer also applies when withdrawing from the Contract or exercising the rights based on any defects in the Package Tour.

6.5 Invia International reserves the right to specify or change any flight times which are not part of the Package Tour Contract; this only involves detailed, specific information in line with section 2529 of the NCC. In necessary cases (especially as a consequence of any unavoidable events), it is admissible to change the transport, airline, aircraft type, route, including layovers, and flight time. Invia International is not responsible for any flight changes (delays or earlier flight times) on technical or safety grounds. The traveller is entitled to directly contact the airline in question with claims as a consequence of any of the changes in air travel set out in the previous sentence, as the airline is liable for them, especially in line with Regulation (EC) no. 261/2004 of the European Parliament and the Council. The Customer has been informed of the fact that it is necessary to take possible changes in the flight times into account when planning transport connections. The Customer will not be entitled to withdraw from the Package Tour

Contract without paying the agreed compensation (cancellation payments), if the flight time is changed. The total number of days of the duration of the Package Tour includes the days designated for travel to and from the place of stay, even in cases where the transport has been organised late at night or early in the morning. The Customer has been informed of the fact that the flight may last into the following day. Invia International cannot provide any financial compensation for any changes to the commencement and end of the use of the services, as well as for any services that remain unused as a result of a transport delay, provided the agreed number of days or nights has been adhered to; this does not affect the liability of the airline for any thus incurred damages.

6.6 Invia International is authorised to make operative changes in its program of Package Tours and the services provided during the course thereof, provided it is not possible to secure the originally agreed program and services on objective grounds. If Invia International fails to provide the agreed services after the commencement of the Package Tour or fails to provide an essential part thereof correctly and on time, Invia International will be obliged to implement measures to enable the Package Tour to continue and to do so without any undue delay and free of charge. In such a case, Invia International will be obliged to secure replacement services at a scope and quality which is identical or close to the originally agreed conditions (i.e. especially to secure accommodation in a hotel of the same category and to ensure the preservation of the scope of the purchased catering services, i.e. full or half board). So-called rebooking may also occur for part of the stay.

## **7. REJECTING A CUSTOMER**

7.1 Invia International reserves the right to reject any order or the conclusion of a Contract with a Customer, especially in the following cases:

- a) the Customer has repeatedly submitted incomplete or deliberately incorrectly completed orders or
- b) the Customer has failed to state correct contact information for his/her person, or
- c) the Customer has failed to pay the advance payment or the entire amount for a booked Package Tour in line with Article 3 of these conditions in the past.

## **8. PERSONAL DATA PROCESSING**

8.1 The handling of personal data on the part of Invia International is described in the document entitled [The information memorandum on the processing of client personal data](#) which is available using this link.

8.2 If you provide us with the personal data of any third parties, you declare that you have the parties' consent to submit their personal data to Invia International.

## **9. LIABILITY FOR BREACH OF OBLIGATION**

9.1 The Customer is aware of the fact that any complaints pertaining to a Package Tour or any other booked services will be resolved with Invia International. Invia International undertakes to resolve any received complaints without any undue delay, but within 30 days of the receipt of the complaint at the latest, regardless of whether the complaint has been brought by the Customer or by the individual, to whose benefit the Contract was concluded.

9.2 Invia International recommends resolving any complaints pertaining to a Package Tour or services with the delegate at the place of stay or at the reception of the accommodation facility, so that any faults can be immediately eliminated or rectified by the delegate, the accommodation facility and so on. Invia International recommends having the facts of the complaint confirmed in writing by the delegate or the accommodation facility in order to facilitate the settlement of the claim.

9.3 If it is not possible to secure the continuation of the Package Tour in any way other than with the use of tourism services of a lower quality than that stated in the contract, Invia International will be obliged to refund the difference in the price to the Customer.

9.4 If the Customer decides to lodge a complaint about a Package Tour or any other provided service after the completion of the Package Tour, it will be necessary for the complaint to be lodged without any undue delay. Invia International recommends supplementing any written complaints with the Contract number, the date of its conclusion, a description of the service which is subject to the complaint, the claim, the Customer's bank account and the complaint protocol from the place of stay preferably confirmed by the delegate and supplemented with photographs of the situation which is the subject of the complaint (provided that is possible) and any other suitable material. The Customer will be informed of the manner of resolving the complaint within 30 days of its receipt at the latest, unless the Customer and Invia International agree to a longer deadline.

The claim settlement deadline will commence as of the day after the receipt of the complaint in line with the provisions of Act no. 89/ 2012 Coll., the Civil Code. If the last day of the deadline falls on a Saturday, a Sunday or a public holiday, the last day of the deadline will be the nearest following business day. If the complaint is submitted in writing by registered mail, the date of the commencement of the 30-day complaint settlement deadline will fall on the day following the day when the complaint became available to the seller.

9.5 The Customer is obliged to send any complaints by email to [klientsky-servis@inviainternational.com](mailto:klientsky-servis@inviainternational.com) or by registered post to the address of the registered office of Invia International (Invia International, a.s., Moravská Ostrava, Českobratrská 3321/46, 702 00, Ostrava) or to lodge them in person at any branch of Invia International and to provide all the associated material specified in Article 9.4 of these Conditions. Invia International undertakes to settle the complaint within 30 days of its receipt at the latest, unless the parties agree to a longer period.

9.6 The Customer is obliged to lodge any complaints in time and without any delay so that it is possible to rectify the situation, if possible at the place in question (at the destination during the course of the Package Tour). Lodging a complaint at the place in question enables the immediate rectification of the fault, whereas the passage of time complicates the conclusiveness and objectiveness of the assessment and as such the option of duly settling the complaint. Complaints pertaining to services can be lodged with the delegate at the place of the provision of said services or with the service provider either in writing or orally. A complaint protocol, which sets out the Customer's name, the specification of the Package Tour, the name of the accommodation facility and the description of the complaint, will be drawn up with regard to any orally lodged complaints. If the complaint is not settled at the place in question for any reason, it will be necessary to lodge the complaint again in line with Article 9.4 of these Conditions upon returning home.

9.7 The Customer undertakes to provide Invia International with cooperation during the investigation of the complaint and the substantiation of the facts which are subject to the complaint.

9.8 As the organiser of the Package Tour in question, Invia International is liable to the Customer for fulfilling the obligations contained in the Contract regardless of whether the services included in the Package Tour are provided by another entity.

9.9 According to the Consumer Protection Act, it is also possible for the Customer to contract the Czech Trade Inspection Authority and to commence the out-of-court resolution of a consumer dispute. Contact information: The Czech Trade Inspection Authority, the Central Inspectorate – the ADR Department, Štěpánská 796/44, 110 00 Prague 1, email: [adr@coi.cz](mailto:adr@coi.cz); web: [adr.coi.cz](http://adr.coi.cz). The Customer can also use a platform for on-line dispute resolution which has been established by the European Commission at <http://ec.europa.eu/consumers/odr/>.

## 10. THE CUSTOMER'S OBLIGATIONS

10.1 The Customer is especially obliged:

a) to provide Invia International with the cooperation which is necessary to duly secure and provide the services and especially to state complete and truthful information in the Package Tour Contract or in the order, including any subsequent changes to this information; to provide a contact telephone number (or email address or fax number), where the Customer will be able to be contacted, if necessary.

b) to inform Invia International without any undue delay as to his/her opinion of any changes in the conditions and contents of the Package Tour Contract.

c) to take delivery of all the documents which are necessary for utilising the services (vouchers and air/bus/rail tickets) from Invia International; the method of submitting the travel documents will be agreed with the Customer during the conclusion of the Package Tour Contract.

d) to be present at the designated place (the place of departure and so on) at the designated time with all the necessary documents. The Customer has been informed of the fact that he/she will not be entitled to a refund of the paid price of the Package Tour, if he/she fails to come to the place of departure, misses the departure or is excluded from the Package Tour prior to it commencing.

e) to have all of the necessary documents which are required for the entry into the given countries of stay and transit (a valid travel document, any visas, health insurance documents and so on, if required).

f) to act in such a way so that no damage to health or property occurs at the expense of the other customers, the service suppliers or Invia International and to pay for any damage which he/she causes

## 11. THE OTHER RIGHTS AND RESPONSIBILITIES OF THE PARTIES

11.1 Invia International is obliged to inform the Customer of all the facts which are in his/her interest and which may influence the Customer's decision on purchasing the Package Tour and to do so in a demonstrably truthful, comprehensible, complete and correct form in its catalogue, its offer, its website or at its sales outlets prior to the conclusion of the Contract. This especially involves:

- a) the main requirements of the tourism services, specifically
  - a) the destination of the trip or stay, the route and the length of the stay, including the dates and, if it includes accommodation, the number of nights,
    1. the means of transport, their properties and categories, the places, dates and times of departure and arrival, the duration and places of any layovers and the transport connections; if the precise time has not yet been set, the seller of the Package Tour will inform the Customer of the approximate time of departure and arrival,
    2. the location, the main characteristics and the tourism category, into which the accommodation has been categorised according to the rules in the country of travel or stay,
    3. catering,
    4. visits, trips or any other services included in the overall price of the Package Tour,
    5. whether any of the tourism services will be provided in groups and, if this is the case and if possible, the approximate size of the group, unless this is clear from the circumstances,
    6. the language in which the other tourism services will be provided, if the use of these services is dependent on oral communication; Invia International hereby states that, unless stated otherwise in the offer, these services will always be provided in English and
    7. whether the travel or stay is generally suitable for individuals with reduced movement abilities; Invia International hereby states that, unless stated otherwise in the offer, neither the travel nor the stay is suitable for people with reduced movement abilities and the company will provide information on the suitability of the travel or stay with regard to the needs of specific Customers upon request,
  - b) the identifying details and address of the registered office of the company which is organising the Package Tour and of the company which is selling the Package Tour, including their telephones numbers and electronic addresses,
  - c) the total price for the Package Tour, including any tax, fees and other similar monetary performance and all other expenses or, if it is not possible to enumerate these costs in a commensurate manner prior to the conclusion of the Contract, the statement of the type of other costs which may arise for the Customer,

- d) the method of payment, including the amount or percentage of the price which has to be paid as an advance payment and the time-line for the payment of the remaining amount of the price or the monetary bond which the Customer is obliged to provide,
- e) the minimum number of individuals necessary for the Package Tour to take place and the deadline, within which the travel agency may withdraw from the Contract prior to the commencement of the Package Tour in compliance with section 2536, subsection 1, letter a) of the Civil Code,
- f) the passport and visa requirements, including the approximate time required for the acquisition of visas, and the healthcare formalities in the destination country,
- g) the fact that the Customer may withdraw from the Package Tour Contract at any time prior to the commencement of the Package Tour against the payment of the appropriate cancellation compensation as per the Contract or the compensation for the premature termination of the obligations from the Contract designated by the travel agency in line with the Civil Code, including the information about the amount of the cancellation compensation,
- h) insurance to cover any costs associated with the termination of the obligation from the contract on the part of the Customer or the costs for assistance including repatriation in the case of an injury, illness or death.

11.2 Invia International is obliged to provide the Customer with any detailed information which is not contained in the Contract or the catalogue and which is important for the Customer and to do so in writing at the latest 7 days before the commencement of the Package Tour. This information is especially understood to mean that stated in section 2529 of the NCC.

11.3 If the Customer experiences any difficulties after the commencement of the Package Tour, the Package Tour provider undertakes to provide the Customer with immediate assistance.

11.4 Invia International will inform the Customer of the identity of any air carriers, which are subject to an air transport operating ban within the Community, in compliance with Regulation (EC) no. 2111/2005 of the European Parliament and of the Council on the establishment of a Community list of air carriers subject to an operating ban within the Community: <http://www.caa.cz/legislativa/seznam-spolecenstvi> (the so-called "Black List").

11.5 The Customer is obliged to read the document entitled "Informace před nákupem (Important information prior to booking a holiday) which is available on the Invia International website at <https://www.inviainternational.com>.

11.6 Upon returning from the Package Tour, the Customer will be requested to fill in a questionnaire summarising and evaluating the course of the Package Tour, the individual Invia International services, the accommodation facility and so on and his/her satisfaction with them. If part of the submitted review includes any photographs, the Customer will provide Invia International with unremunerated authorisation to use these photographs in line with section 2358 of the NCC for the purpose of commercial promotion and the advertising activities of Invia International by means of the act of sending the photographs in question and will do so without any temporal or other limitations for all methods of use according to the Copyright Act. As part of the provided authorisation, Invia International will also be authorised to modify, process, change and combine these photographs with others in any way. The Customer will give his/her consent in line with the provisions of sections 84 and 85 of the NCC for the depiction, duplication and dissemination of the likenesses and images pertaining to all the individuals displayed in the photographs provided to Invia International as part of a review and will do so at the extent of the provided licence. At the same time, the Customer declares that he/she has the authorisation to provide the aforementioned consent for all of the individuals depicted in the photographs. The Customer will be liable for any cases of breach of the intellectual property rights of any third parties and for any damages caused to Invia International as a consequence of the use of the photographs on the basis of authorisation from the Customer. The Customer will otherwise be liable for any damages which Invia International incurs through the use of any such photographs. Invia International undertakes to delete any reviews, if the Customer sends a request for the company to do so by email to [klientsky-servis@inviainternational.com](mailto:klientsky-servis@inviainternational.com).

11.7 Invia International undertakes to proceed in line with the NCC and the consumer protection regulations during the performance of its commercial activities, so that the interests of the Customer are protected in the best possible way.

11.8 If the provided performance in question is not a Package Tour, as defined in Article 1.3 of these Conditions, but merely one of the tourism services, the provisions set out in Articles 2.6, 2.7, 2.8, 11.1, 11.2, 11.3 and 11.4 of these Conditions do not apply.

11.9 The Package Tour price does not include any travel insurance. We recommend that you conclude a travel insurance policy. You can find insurance details in the Package Tour offer from our sales person. If the Customer fails to conclude an insurance policy, he/she assumes full responsibility for the consequences of any damages arising in association with the non-conclusion of any such insurance. The travel insurance does not apply to that part of the Package Tour where Invia International is not the supplier of the combination of services. It is not possible to change the type or scope of the insurance once the Package Tour Contract has been concluded. The insurance policy will be created directly between the Customer and the insurance company; the Customer will resolve any insurable events directly with the insurance company. Invia International is not in a position to assess the existence or eventual amount of any claims brought on the basis of these relations. If any luggage is lost or damaged in transit, the Customer is obliged to immediately report this at the air carrier's designated point and to draw up a protocol on the loss or damage of the luggage (for example, a PIR), which is essential for any further negotiations between the Customer and the airline. The amount of the compensation for any damages from the Package Tour Contract pertaining to air travel is especially subject to the agreements concluded in Warsaw, the Haag and Guadalajara, the appropriate EU legal regulations and the Montreal Agreement.

11.10 The Customer has been acquainted with these Conditions, expressly accepts them and confirms that these Conditions do not contain any provisions which the customer could not have reasonably expected.

These Conditions are valid and effective as of 1.6.2023 and they replace the Conditions from 1.7.2020.