

## General terms and conditions of the company, FINETIME s.r.o. ,

located in Lamačova 842/14, Prague 5-Hlubočepy, postcode 152 00, IČ 242 04 561,  
registered on April 16. January 2012 in the OR at the municipal court in Prague, section C, insert 188406,

### I. Introductory provisions

- 1.1. these general terms and conditions (hereinafter referred to as TERMS) apply to products and services, offered by company FINETIME s.r.o. from 1.12.2015 in accordance with § 1751 and Civil Code no. 89/2012 Coll ..
- 1.2. FINETIME s.r.o., hereinafter referred to as the Agency, provides services mainly for corporate clients.
- 1.3. participants to the furnished actions may be:
  - a) persons older than 18 years;
  - b) persons less than 15 years only accompanied by a responsible person older than 18 years;
  - c) the participants in the range 15-18 years of age with the consent of the legal representative, if this is not participating in the action itself.
- 1.4. relationship and the legal relationship between the Agency and the client shall be governed by the provisions of the civil code and these GENERAL TERMS and CONDITIONS.

### II. Types of actions and services

The agency organizes the following types of services:

- 2.1. the combination of travel services not exceeding 24 hours. "experiences".
- 2.2. the sale of sports equipment.
- 2.3. sports and shipping, i.e. having previously marked the preliminary program with the option of incremental changes in progress.
- 2.4. the training courses, congresses, presentations.
- 2.5. School training courses.
- 2.6. other services in the area of corporate actions, including sporting activities.
- 2.7. Catering.
- 2.8. Commission sales tours travel agencies

### III. Formation of contractual relations

- 3.1. the contractual relationship between the Agency and the client is usually the conclusion of a contract with a legal person or a natural person who is governed by the specific conditions set out in the mutual agreement, a prerequisite for the formation of a contract is a written order with the exact scope of services.
- 3.2. the contract on the provision of services may be replaced by a written order signed by the customer and confirmed by the Agency.
- 3.3. a condition for the creation of a contractual relationship (Organization of the action) is, inter alia, consent to these "General trading conditions of the company FINETIME s.r.o.".

### IV. Scope of services and the manner of their provision of

- 4.1. Subject to the provision of activities, events, tours, accommodation, catering, transport, interpretation, guide and other services, which are organized by the Agency and provided to participants for consideration. The Agency provides these services through its own efforts or intermediation and obtaining the services supplied by domestic or foreign suppliers.
- 4.2. Subject of collateral within the meaning of these conditions, however, is not the activity in the sale of transport documents, and selected trips, which the Agency provides on the basis of orders for domestic and foreign carriers, or travel agencies.
- 4.3. Agency normally provides its services and the transport documents for the individual participants of events and excursions to the name. Transfer to another person (s) is possible only with the consent of the Agency.
- 4.4. The establishment of the trip, or an action contains a date, the program, services provided during the trip, or action, and the price of the trip, or action.
- 4.5. In the programme of the trip, or actions are only relevant points in the programme (only the major stops on the route).

### V. Rights and obligations of the participants

- a) make reservation of the term, place where an event will take place and specify the required services and specific activities;
- b) the client participates in all activities in the framework of actions and the tour in exclusively on their own responsibility. The client must assess whether the disabled and physically fit to cope with the chosen activity. Information about any restrictions, which may include some of your activities (e.g. age, health, and physical competence, where appropriate, the request for a medical examination), are listed in the information, which are part of the menu. Some of the services offered are dependent on the weather. If there is a cancellation of activities due to bad weather on the day of action was not undermined to the client the obligation to pay the costs for the activities or services that have the term reserved and ordered;
- c) to provide the necessary assistance to the Agency, which is necessary for the proper security and the provision of services;
- d) to pay the Agency in advance of the full price of the action, or a trip on a date agreed by both parties;
- e) in the case of drawing additional services ordered and taken out during the trip, or action, to pay for these services after returning from the trip, or actions within a period agreed between the client and the representative of the Agency;
- f) to take over from the Agency the written instructions for the participants of the trip, information on the place and time of the commencement of the trip, information about the extent and the conditions of insurance and other information and documents necessary for participation in the package tour;

- g) follow the written instructions to the Agency pursuant to the participants of the trip, or action, and verbal instructions guide, instructor, or another representative of the Agency, if the trip is assigned, and adhere to the established programme. If the participant its behavior or behavior disrupted the progress and the program of the trip, or actions, or significantly impedes the disturb the legislation of the CZECH REPUBLIC, or the State may be excluded from participation in the action, or the trip, they shall lose all entitlement to the refund of unused services. In this case the participant is obliged to pay all costs incurred as a result of exclusion from the trip. This shall not prejudice the right of the Agency to pay any damages;
- h) to procure and carry in trip valid travel document;
- i) meet the vaccine and, where appropriate, additional obligations when travelling into States, which are the respective obligations of legally established;
- j) performed in written form any cancel participation in the package tour or event,
- to) the right of the participant to claim services, method of application and the procedure for dealing with complaints is governed by the General binding rules. To welcome the customer complaint will contribute on the defects and shortcomings, if any of the services provided, preferably on the spot immediately, or at the time of their findings;
- l) the Agency does not guarantee the damage that may occur as a result of the participant arising from a delay;
- m) ensure all steps leading to a successful course of the outsourced services (safety, etc.), in particular, undertakes to use all provided safety equipment (in all the activities, e.g., water hiking, rafting, rock climbing, horse riding);
- n) refrain from the consumption of alcohol and other drugs during the program, if it is not part of the (tasting of spirits, wine, beer, etc.)

To the duties of the legal or natural persons, which is the main contractor of the trip, or action referred to in section I, paragraph 4. include the following:  
to familiarize the participants) ordered the action (of the trip) with these GENERAL TERMS and CONDITIONS and all the information and instructions they receive from the Agency;

- b) to ensure that all participants of the action (of the trip), which ordered FINETIME s.r.o. fulfill those fundamental obligations, which require their personal interactions and whose holder can only be a single party to the action;
- c) may instruct its authorized representative. The participating in the action (of the trip) and by and in consultation with the representative FINETIME s.r.o., the action (of the trip) to ensure the timely and proper exercise of the rights of their organization. At the same time ensures the fulfillment of the obligations of its organization and the fulfillment of the obligations which the holder of the participants are ordered action;
- d) to establish the head action (of the trip), where under the arrangement with the Agency is not accompanied by a responsible person from the Agency. The head is involved in the action (of the trip), the service ensures the provision of services from domestic and foreign service suppliers, shall ensure the implementation of the programme of action (of the trip), and if it is not provided otherwise in the present case, to the participants of the action (of the trip), and towards the Agency obligations of tour guide;
- e) duly and on time to pay the agreed price, concerning forfeits also pay the services provided at the written request of the authorized representative, legal or natural persons, which the action or service ordered, and not subject to mutual agreement;
- f) truthfully stated that he is not aware of any restriction which would endanger safety or health of the participants during the action (of the trip), where appropriate, to notify immediately such restrictions;
- g) indicate that faithfully can he swim in the event that wants to attend the programme on water (rafting, water tourism) and diving;
- h) undertakes to use all provided safety equipment (in all the activities, e.g., water hiking, rafting, rock climbing, horse riding, ...);
- i) refrain from the consumption of alcohol and other drugs, and during the program, if it is not part of the (tasting of spirits, wine, beer, etc.).

## VI. Rights and obligations of the Agency:

- 6.1. For specially ordered "experiences" will be the service provided to the holder of a coupon of experience. The provision of this service may be refused by the agency because of the incapacity of the client for its use (physical, health, disability, poor equipment, etc.), or due to force majeure (bad weather, other danger, etc.)
- 6.2. To participate of the event (trip) does not imply for the Subscriber the right to any other performance and services than that, which is explicitly part of the established programme-paid services. Any other services outside of the predetermined range, including services related to diseases of the participant in the package tour (event) during (e.g. treatment abroad, alternative transport to another location, etc.), are the services which the Agency may pay, or to provide, on the basis of the order and the reimbursement of the additional requested services.
- 6.3. Signature of the order the actions or the travel contract to the tour's participant/customer agreement to transition the rights (the assignment of the receivables) for performance of the contract in the event that the Agency shall provide for the reimbursement of medical expenditure in the participant of the CZECH REPUBLIC or abroad, where appropriate, shall bear the costs related to the replacement shipments of the affected participant back in the CZECH REPUBLIC or to the specific location.
- 6.4. If a party to the action or the trip doesn't draw from their own guilt, compensation for these services shall be granted.
- 6.5. Agency does not warrant any delay and draws attention to the possibility of its creation due to technical reasons, of the reasons for the adverse weather. for reasons of overload of border crossings and air travel and for reasons of force majeure.
- 6.6. Customer consents to the inclusion of personal data in the database of the company FINETIME s.r.o. and their use for the needs of the Agency. Customer agrees to send me offers to the listed addresses including e-mail addresses.
- 6.7. Customer agrees on behalf of all registered participants with the acquisition of record (normally the photo, video, etc.) from the course of action or a trip organized by FINETIME s.r.o. for commercial, promotional and advertising purposes. At the same time they give consent to the publication of these records and their and modified parts.
- 6.8. Agency is the commission provider of tours of prestigious travel agencies, which always have a compulsory insurance against bankruptcy and VAT.

## VII. Price of action, experiences, activities, trips, catering and their remuneration

- 7.1. The Contracting Parties shall be adopted by the purchase price on the basis of the order and accompanying calculations. Payment of the purchase price and the required advance payment is a prerequisite to ensure the ordered services (of the trip). The price includes all the costs associated with the provision of services under the order. The obligation of payment of the advance payment, unless stated otherwise:
  - and) 25% of the total amount, including VAT, at the certificate and the signature of the order
  - b) 65% of the total amount, including VAT, 30 days before the event

b) 10% of the total amount, including VAT, 7 days before the event

Decisive for the payment date, payment to the bank account FINETIME s.r.o. in case of failure to comply with the due date, the Agency has the right to withdraw from the order or contract. The statement is then subsequently be cancel the conditions referred to in point X. these GENERAL TERMS and CONDITIONS.

Any other issues, as agreed to by the client will be charged according to the facts within 7 days after the termination of the action of the invoice with a maturity of seven days.

7.2. The price action FINETIME (tours) organized by s.r.o. and its partners, the prices agreed in the agreement. Prices are shown incl. VAT.

7.3. The price includes only those services which are for each action or the specific tour listed. The calculation is always part of the menu.

7.4. The Customer or Subscriber action (the trip) is obliged to pay the contract price in the terms established by the Agency.

7.5. FINETIME Ltd. is entitled to 10 days before the implementation of the action (tour) unilateral act to increase the price of the event in case of increasing

a) prices for transport including fuel, or

b) payments connected with transport, for example. airport taxes or

c) of the exchange rate of the Czech Crown used for fixing the prices of the actions (of the trip), on average more than 5%.

Agency sends written notification of a price increase to the customer not later than 10 days prior to the commencement of the action. The customer agrees with the law of the increase in the above cases, the price of the trip and undertakes to reimburse the difference in price. Increase in the price of the trip as described above is not considered as a reason for the termination of the Treaty.

7.5. If at the time of binding orders action (of the trip) to the date of commencement of this action (of the trip) the changes, which result in a change of the contract price, the Agency is required to promptly notify the attendees of this fact in writing. If the price increase is higher than 20% of the original price, the customer has the right to withdraw from the contract, which it must do so in writing. If it does not withdraw from the contract at the time indicated in the notice of change in the price, is required to pay the higher price action, or a tour. 3 days before the date of the event (trip) may not be the price change. The price change can occur only with the written consent of the client.

#### VIII. Change the services in the course of the event (trip)

8.1. The Agency is authorized to carry out the operational changes to the programme and the services provided in the course of the trip, where this is necessary for imperative reasons (e.g. unsuitable water status, rainy weather when mountaineering, etc.) and it is not possible to meet the established programme and despite all efforts developed originally set out to provide services.

8.2. The Agency is authorized to carry out the operational changes for the provision of services, and in cases where it is not possible to provide services in various assortments and ordered the deadline for reasons of force majeure.

8.3. In the case where the Agency cannot comply with the originally provided for the program, and to provide in advance the agreed services shall be obliged to:

a) to ensure the replacement program and services in the range and quality of the same, or similar, originally agreed circumstances and ensuring that as far as possible the purpose of the original itinerary and/or services and maintain the focus and mission of the trip;

b) edit the price action (tour) in connection with the changes of the programme and services, only in that case, if the result of these changes, the price reduction action (of the trip), and the difference in price of ČSA 's return;

c) to return the remuneration paid the price of non-ČSA 's services, that could not be provided with replacement;

d) in the event that the services cannot be granted for reasons of force majeure, the customer has no right to discount, or the right to withdraw from the contract.

8.4. For tour operators, sports focus (e.g., paragliding, water river or lake tour, rafting, rock climbing, expedition, etc.) the Agency reserves the right to change the programme and services. These changes have no impact on the price of the trip.

#### IX. liability for defects

9.1. In the event that the scope or quality of services of the trip or action is less than the agreed and provided for the program, the price and the type of trip, a participant in the package tour or event the right of complaint. The right of the participant to claim services, method of application and the procedure for dealing with complaints is governed by the General binding rules.

9.2. The subject of the complaints are not considered as damage and property injury incurred by the customer, which are subject to contractual insurance coverage by an insurance undertaking on the basis of the insurance contract between FINETIME s.r.o. and by an insurance undertaking, as appropriate, other travel, or such damage and property damage, which are expressly excluded from the insurance cover.

9.3. If the circumstances which result in the creation of, and is not dependent on the activities and progress of the Agency, or the circumstances of the other participant in the package tour (event), on the basis of which the Party entirely or in part, doesn't draw the ordered, and even paid services and agency services under the programme and to prepare, not the customer, unless otherwise provided, shall be entitled to compensation for the cost of such services or entitlement to the discount price action (of the trip).

#### X. Cancellation conditions

10.1. Each cancellation – cancellation of participation in the action or trip on the part of the customer and for each applied for and repealed the person charged the Agency customers cancel fees in the amount of:

a) 25% of the price of the ordered services + real costs incurred by the Agency, United and reversing the services, if the cancellation of participation in the package tour (event) in the period from 90 to 60 calendar days before the date of the provision of the first service;

b) 50% of the price of the ordered services + real costs incurred by the Agency, United and reversing the services, if the cancellation of participation in the package tour (event) at the time of 59 to 30 calendar days before the date of the provision of the first service;

c) 75% of the price of the ordered services + real costs incurred by the Agency, United and reversing the services, if the Subscriber's cancellation of the trip (action) in the period from 29 to 15 calendar days before the date of the provision of the first service;

-90% of the price of the ordered services + real costs incurred by the Agency, United and reversing the services if:

for cancellation of participation in the package tour (event) in the period from 14 to 7 calendar days before the date of the provision of the first service;

-to the non-participation of the trip as a result of providing incorrect or incomplete information in (e.g. the completed application, the Subscriber's services, etc.)

-to exclude from participation in the package tour for non-compliance with Passport, customs and foreign exchange regulations of the CZECH REPUBLIC or the State, or failure to meet certain basic conditions of the Agency, for the participation in the package tour (event), as set out in these terms and conditions;

d) 100% of the price of the ordered services + real costs incurred by the Agency, United and reversing the services if:

- for cancellation of participation in the trip or action in less 6 calendar days before the date of the provision of the first service and not attended on tour (again);
- to the non-participation of the participant in the package tour or try to blame.

Some tour operators and ordered services may be subject to other terms and conditions the Cancel, which will be notified to the customer in the purchase of a tour.

10.2.4. Cancel fees are to be charged by the Agency, shall ensure that the participant himself, who ordered the service canceled, alternate, whose inclusion on the tour or event is possible and his participation prevents damage that agency by the participation of the original party. In this case, the participant will pay for any change of CZK 500 and any additional costs (e.g. the fee for change of name of the ticket).

## **XI. Insurance**

11.1. FINETIME s.r.o. has insurance business risks from company Kooperativa.

11.2. Tours sold by the Agency are from reputable travel agencies, which are insured against insolvency according to the conditions of the Law 159/1999 Coll., as amended.

11.3. In the price of event (trip) is included an insurance of medical expenses only if it is expressly stated in the contract or order. Furthermore, it is possible to conclude, upon request, accident insurance and insurance against liability for damage to health and the case of a third party.

## **XII. final provisions**

12.1. These terms and conditions are valid from 1.1. 2015.

12.2. If necessary, the agency may modify these Terms by publishing a new version on its website.

12.3. The Agency agrees that personal data will be permanently dispose of customer confidence, solely for the purpose of fulfilling the obligations of the contract and applicable law and in accordance with the Act no. 101/2000 Coll. and that their actions will not permit any person could in any way violate the provisions of the Law on the protection of personal data.

12.4. Customers-subscribers confirm services by signing the travel contract or order for a trip or an application for the event, that they are aware of these Terms, understand them, agree with them and fully accept them.

In Prague 1.1.2015