

**Terms and conditions of travel agency RENEY TRAVEL, Ltd.
valid for winter ski holidays**

I. Contractual relationship

1. The party to the contractual relationship are:
Travel agency RENEY TRAVEL, Ltd. (hereinafter referred to as "TA") which enters a contractual relationship through external dealers or own sales outlets and customer who may be natural or legal person (hereinafter referred to as "client").
2. The contractual relationship between TA and client is created by a conclusion of travel contract, its confirmation by TA and payment of the deposit. The travel contract is valid for all the other persons listed on it. Client is liable for his obligations as well as for obligations of all the party. If the client is a minor the contract is undersigned by their legal representative.
3. The content of travel contract is determined according to the rates, additional offers of the TA, general conditions and eventually special conditions attached to the contract. Information in catalogues and on the websites of TA is based on the facts and reality known to TA at the time of publishing.

II. Price for services and terms of payment

1. Prices for packages and services are stated in EURO (€) and are the contractual prices agreed by written agreement between TA and the client. The agreed price of the tour is stated in the travel contract.
2. When providing discounts for children the age of the child on the last day of the tour is critical.
3. TA is entitled to require advance payment of at least 50% of all ordered services (excluding insurance premium which has to be paid for by the client already when signing the contract) at the time of booking. The balance has to be paid by the client 30 days prior to arrival or prior to commencement of the ordered services the latest, if not stated otherwise on the travel contract.
4. The balance for bookings for the Christmas and New Year's is due at the moment of reservation.
5. In case the contractual relationship is created less than 30 or 60 days prior to arrival or commencement of services client is obliged to pay full amount of all the booked services.
6. The right to proper provision of all services to the client incurs only after full amount of the payment has been paid and other conditions have been met.
7. If the amount for booked services is not paid in time, TA is entitled to withdraw from the contract without previous notice and not provide services and the client is obliged to pay all costs incurred to TA for not meeting the contractual obligations by the client.
8. TA is entitled to unilaterally increase the price of the tour up to 30 days prior to arrival or commencement of the ordered services in the following cases:
 - a) increase in transportation costs including fuel prices;
 - b) increase in fees related to the transport such as transit fees which are included in the price of ordered services;
 - c) increase of VAT.
9. TA is obliged to send the notice about the increase of the tour price no less than 21 days prior to arrival or commencement of the ordered services, otherwise TA will not be entitled to payment of the difference in price of tour or ordered services. Client is obliged to pay the difference immediately, but not later than the date specified in the notice of price increase. Otherwise, TA is entitled to proceed according to section 7 of this article.

III. Tours on request

For some tours it is necessary to first ask foreign partner of TA (hotel abroad, etc.) for the tour. In such case TA requires a minimum of 50% deposit and in period of stay within peak season even 100% sum of the tour before booking the tour which, after a successful reservation is immediately binding and subject to cancellation policy. In case of unsuccessful reservation full refund of the deposit is granted as long as the client does not choose an alternative.

IV. Rights and obligations of client

1. Client has the right:
 - a) for proper provision of contracted and paid services
 - b) for proper disclosure of all facts related to the contracted and paid services which are known to TA as well as notice about changes which were later learned by TA
 - c) to terminate the contract at any time prior to arrival or commencement of the ordered services without giving any reason following Article VI. of these terms and conditions
 - d) to get not later than 10 days prior to arrival or commencement of the ordered services further detailed information on all the facts that are important for the client and are known to TA, if not already specified in the travel contract or in the catalogue that has been handled to them. TA sends such written information only to one email address stated by client, unless agreed otherwise.
 - e) to announce by written notice that the tour will be attended by other person instead referred to in this communication. The client can exercise the right up to 30 days prior to arrival or commencement of the ordered services. The notification must include a statement of the new client that he agrees with the contract and meets all the agreed conditions. On the date of the notice receipt the person stated in it becomes client. The original and new client are jointly and severally liable for paying the package price and the reimbursement which incurred TA in connection with the change of client in the minimum amount of € 10,00 per person.
 - f) to complain about defects and erroneous transactions referred to in Article VII. of these conditions
 - g) for protection of personal data within the meaning of the relevant legislation, while signing this contract the client agrees with use of their personal data for internal use of TA.
2. Obligations of the client:
 - a) to provide TA synergy needed to ensure proper supply of services ordered, especially true and completely stated data required in the travel contract including any amendments to such data and provide additional documentation as required by TA. In the case of non-compliance the client is obliged to pay all costs and damages that incurred TA by providing incorrect information by the client.
 - b) to provide accompanying and supervising adult party for persons under the age of 15 as well as accompanying and supervising party for people whose health condition requires it
 - c) to notify TA in advance of participation of foreign nationals, otherwise TA does not guarantee provision of services to those persons. These people are themselves responsible for compliance with all requirements that are conditional for them for utilization of the ordered services.
 - d) to pay the price of the tour or ordered services in accordance with Article II of these conditions
 - e) to communicate to TA without undue delay their opinion on optional changes in the terms and conditions and content of agreed services
 - f) to accept from TA all the documents needed for utilization of the services and check the veracity of the data they contain. In case the client does not receive these documents and information 7 days prior to arrival or commencement of the ordered services, they shall immediately inform TA so that TA can rectify the situation. Otherwise TA considers that the client received all the documents and information in time and complete.
 - g) while utilizing the services to closely follow the accepted instructions and information provided by TA or its representative, to comply with the times and places of departure and is themselves responsible to secure the necessary travel documents and other conditions needed for utilization of the services (passport, visa, proof of insurance, etc.)
 - h) to act so as to avoid damage to persons or property at the expense of other tour participants, service suppliers or TA
 - i) follow the instructions of guide or TA representative

V. Change of the agreed services

1. Before commencement of services:
 - a) if there are circumstances that prevent providing services under contract, TA is obliged to ensure their amendment or repeal while being obliged to inform client about this fact promptly
 - b) in case of cancellation of the tour, change of the date of services utilization of more than 48 hours or serious change in the program, routes, accommodation, means of transport and prices of services ordered the client has the right to withdraw from the contract and refund the price paid or to transfer this amount to cover other services that the client ordered in TA

without cancellation fees. For serious change is not considered change of venue and accommodation building provided accommodation supplied is at least the same or higher category in a similar area, change of the order of places visited, change of transport due to traffic, security or other operational reasons, change of the price of less than 10%.

- c) if the client does not deliver in writing his withdrawal from the contract within 3 days after notification of the change, he approves of the changes.
- d) TA reserves the right to repeal the services or tour if the minimum number of 25 participants have not registered (subject to a minimum number of participants in case of organized tours) unless agreed otherwise, while TA is obliged to send this information to the client no less than 14 days prior to arrival or commencement of the ordered services
- e) when ordering additional services TA charges a flat fee of € 4,00 per person and service

2. During execution of services:

- a) TA has the right to make operational changes to the program or execution of services, if there are serious objective reasons, force majeure or exceptional circumstances which cannot be influenced or predicted by TA and such changes are necessary in order to continue tour:
 - provide alternative program and services in the scope and quality that are comparable and adequate to the services originally ordered or
 - provide client with a discount on the price paid for services not provided in full or
 - return the client the price paid for not provided or by alternative means uncompensated services

In case of securing services of at least the same level (alternative accommodation in hotel of the same or higher category, etc.) further claims of the client are excluded.

- b) TA is not responsible for the consequences of changed services or program for reasons referred to in point a), conveyance delays caused by technical problems, weather, traffic conditions, strike and the like.
- c) for services which include transportation the first and the last day are designated for transportation and complaints about shortening for that reason are excluded

VI. Withdrawal from the contract by client and cancellation fees

1. Client has the right at any time before commencement of the services to withdraw from the contract by written notice that is effective on the date of its receipt by TA. While withdrawing, the customer is obliged to pay the following cancellation fees to TA and insurance premium in full:
 - a) € 30,00 per person or € 60,00 per apartment if customer withdraws from the contract within a period up to 46 days prior to arrival or commencement of services
 - b) 30% of the price of all ordered services if customer withdraws from the contract within 45 - 31 days prior to arrival or commencement of services
 - c) 60% of the price of all ordered services if customer withdraws from the contract within 30 - 16 days prior to arrival or commencement of services
 - d) 85% of the price of all ordered services if customer withdraws from the contract within 15 - 8 days prior to arrival or commencement of services
 - e) 100% of the price of all ordered services if customer withdraws from the contract within 7 and less days prior to arrival or commencement of services
2. For stays during New Year's Eve period, that is with arrival between 20.12. – 06.01. the cancellation fees are as follows:
 - a) 100% of the price of all ordered services if customer withdraws from the contract from the moment of reservation confirmation until the day of arrival or commencement of services
3. In case the cancellation conditions of the offered accommodation vary from those stated in part 1. and 2. of this article TA informs the client about the valid conditions before the contract is executed. These conditions become binding for the related reservation.
4. To determine the number of days to calculate the cancellation fees the day on which the notice of withdrawal was delivered to TA is counted as well. Delivery to TA is possible on working days between 9,00AM - 18,00PM local time (UTC+1). Outside these days and times the day of delivery is set as the following business day. Using email communication it is necessary to receive confirmation from TA that the cancellation was received.

5. For services provided by other suppliers such as transport companies (bus, air, ferry) cancellation conditions of these suppliers apply.
6. For the services that were properly secured by TA and the client does not commence their utilization at all or only partially due to own decision, the client is not entitled to a refund of all or part of the package price for unused services.
7. In case the client requests to change the date or accommodation to a new one, if TA can provide such a replacement, it is proceeded as with cancellation of the original order and creating a new one under cancellation conditions of this Article, unless agreed otherwise.

VII. Complaints and liability

1. In case the scope or quality of services provided is lower than agreed in the travel contract, the client has the right to complain. Client (hereinafter referred to as "complainer") is obliged to exercise this right immediately on the spot at the service supplier or TA representative so that immediate corrective remedy can be exercised.
2. If it is not possible to handle the complaint and exercise remedy on the spot, complainer writes a written record in collaboration with the service supplier or a TA representative indicating the tour, ordering person and describing the shortcomings. The record is signed by the service supplier or a TA representative. Complainer is obliged to submit this signed record while complaining. Client acknowledges and agrees that the written record is not a complaint itself in a legal sense. In case this procedure is not followed, the right to complain applied only after completion of the tour or utilization of the services subject to complaint lapses.
3. If the TA does not ensure properly and timely correction of defective services, client can exercise their right in TA after their return without delay but no later than 3 months after termination of services or in case the services have not been utilized at all after the day when they should have terminated as per travel contract, while the complainer encloses a record as per section 2 of this article. In this case, the complainer is entitled to a discount from the price of the services paid; corresponding to the difference between paid and actually provided services.
4. When dealing with complaints the complainer is obliged to provide TA maximum synergy so that it is possible to eliminate deficiencies in the most effective way and in order to prevent the emergence of any damage or to reduce their scope.
5. TA is not responsible for the level of services that client orders themselves with third parties.

VIII. Final provisions

1. These Terms and conditions apply to tours and services provided by TA only if the scope of mutual rights and obligations is not stated by TA or pre-agreed differently, and always in written.
2. By signing the travel contract client confirms that the Terms and conditions of travel agency RENY TRAVEL, Ltd. are known to them, they understand them, agree with them and fully accepts them.
3. If the reservation is made through the websites of TA Reny Travel or using other form of electronic communication acceptance of Terms and Conditions as per part 2. of this article is confirmed also by accepting the Travel Contract sent to the Client by email (or in other electronic form) and payment of the deposit according to the Contract sent.
4. All information and instructions contained in the TA catalogue on services, prices and travel conditions correspond to the information known at the time of printing and TA reserves the right to change them until the time of conclusion of the travel contract with the client.
5. The rights and obligations which are not listed in the "Terms and conditions of travel agency RENY TRAVEL, Ltd." are governed by the applicable provisions of Civil Code.