

REGULATIONS FOR THE PROVISION OF TOURIST SERVICES AND EVENTS

by UTC Tour Operator Sp. z o.o.

§ 1 (TERMS OF USE)

The following regulations are valid for all tourist services and events provided by the Organiser, bought by the Tourist through an Internet portal, Sales Centre or directly through the Organiser.

§ 2 (DEFINITIONS)

The following terms are defined as such in the Regulations:

1. Organiser: UTC Tour Operator Sp. z o.o. based in Krakow at Ul. Św. Filipa 23/3, 31-150 Kraków, entered into the entrepreneurial register KRS in the Regional Court (Sąd Rejonowy) in Krakow - Śródmieście in Kraków XI, Economics Division (Wydział Gospodarczy), with the number 0000412290.

The Office of the Organiser, which deals with customer service issues of the Tourist, including complaints and reimbursements, is based at Biuro SeeKrakow: ul. Wielopole 16/3A, Kraków, complaint@seekrakow.pl

2. SeeKrakow - trademark belonging to the Organiser with which it provides tourist services and events.

3. Regular event - a tourist event that is a part of the Organiser's standard offer.

4. Private event - a tourist event that is organized at the special request of the Tourist.

5. Ticket/Voucher - the document issued by a Sales Centre attesting to the reservation and payment of an event bought by the Tourist.

6. Confirmation of reservation - the form sent to the Tourist by the Organiser via email if the Tourist makes a reservation to take part in a tourist event organized by the Organiser.

7. Tourist - each person that reserves and/or takes part in a tourist event organized by the Organiser.

8. Internet Portal - internet service located at www.seekrakow.com that displays a catalogue of tourist events provided by the Organiser and allows users to register for events.

9. Sales Centre - each location in which it is possible to make a reservation to take part in a tourist event organized by the Organiser, specifically City Information Points and Krakow TIPs (Tourist Information Points) as well as hostelling establishments working in cooperation with the Organiser.

10. The Tour Leader - the person chosen by the Organiser who oversees the tourist event in the name of the Organiser.

§ 3 (RESERVATIONS)

1. Reservations may be made:

a) by the reservation form available on the Internet Portal, telephone or email.

b) by the payment form available via the Internet Portal.

c) at Sales Centres.

2. When making a reservation the Tourist is required to provide the following contact information: name, surname, telephone number, location of ticket retrieval and accommodation location during their stay in Poland.

3. Proof of reservation and payment for the service is:

a) in the case of reservation at a Sales Centre: ticket/voucher issued to the Tourist by the Sales Centre where the Tourist paid for the service.

b) in the case of reservation through the Internet Portal: printable electronic proof of reservation sent to the Tourist by the Organiser via email after the Tourist makes the reservation.

4. The Tourist is obliged to check if the information on the proof of reservation or ticket/voucher is correct.

5. A Tourist who does not possess an identity card that matches with the ticket/voucher or printed electronic proof of payment which would verify that he or she has the right to use the service, will not be able to participate in the tourist event. The surname and name on the identity card are the most essential elements of identification.

6. A Tourist whose ticket/voucher or proof of reservation has not been fully paid is required to pay the remaining fee for the event he or she is participating in to the tourist event Guide. Failure to pay the remainder of the fee is grounds for the Organiser to break the contract with the Tourist with the fault of the latter, without providing another deadline to pay the remaining fee. A Tourist who has not paid the full fee will not be allowed to participate in the tourist event.

7. A student discount will be given to those Tourists who hold a valid Polish student ID card, an ISIC card or a Euro26 card, and those who are under 26.

8. A pupil discount will be given to children and pupils from 5 to 15 years of age on the basis of a valid passport or pupil ID card that confirms the age of the Tourist.

9. Tourists who have reserved their place in the tourist event with a student or pupil discount are required to have those documents listed in points 6 and 7 with them during the bought tourist event and to show them on the request of the Guide. If the tourist is not able to show these documents, he or she will be required to pay the full ticket price.

10. Children up to 5 years old travel free under the care of a parent or guardian. A reservation for a child is required, and proof of this is shown on the reservation of the parent or guardian.

11. A Tourist who is participating in a regular tourist event is allowed to have one item of luggage that does not exceed a height of 30cm. Baggage exceeding this limit can only be taken with the consent of the Guide of the tourist event if there is room in the baggage hold but for an extra fee that does not exceed 30 PLN.

§ 4 (TERMS OF PAYMENT)

1. In the event that a reservation is made by the way of § 3 point 1 a), the form of payment and pay-by date for the tourist event will be decided upon individually and then confirmed via email or a different mode decided upon by both Parties. If the Tourist decides with the Organiser that a part or full payment will be made at the start of the tourist event, this will be marked on the proof of reservation.

2. In the event that a reservation is made by the way of § 3 point 1 b), the Tourist pays 100% of the price of the service through a bank transfer (for all services, as long as the bank transfer is made at least 3 days in advance of the date of the given service) or by the PayPal system (services for Auschwitz-Birkenau and the Wieliczka Salt Mine).

3. In the event that a reservation is made by the way of § 3 point 1 c), payment for the tourist event may be made in any form acceptable by the Sales Centre but must be paid in full upon making the reservation.

§ 5 (CANCELLATION OF THE SERVICE)

1. The Tourist has the right to cancel an unpaid reservation free of charge up until 07:00 pm on the day preceding the tourist event (this applies only to regular events). In the case of private events cancellations must be made at least 3 days prior to the date of the event and during the office hours of the Organiser.

2. Only in special circumstances may the Tourist change the date of the paid reservation, and this can be done no later than 07:00 pm on the day preceding the tourist event (this applies only to regular events). In the case of private events the change must be made at least 3 days before the date of the tourist event and during the office hours of the Organiser.

3. In case of change as specified in point 2 above, the Tourist will be informed of any possible additional costs of the tourist event on the new date. If the Tourist does not agree to the additional costs, he or she may cancel their reservation free of charge.
4. In the cases mentioned in the Tourist Services Act (from 2004 no 223 article 2268 with later changes), the Organiser has the right to change the price of the tourist event if he or she documents the reasons as specified in the Act for raising the price.
5. The Tourist may submit a declaration of cancellation of reservation for the tourist event for reasons that are not the fault of the Organiser. The Organiser reserves the right to charge a fee that reflects the real costs of preparing the tourist event as well as staff costs associated with it.

§ 6 (THE REALIZATION OF THE TOURIST EVENT)

1. In the case of tourist events in which the Tourist is to be picked up from a given location, the Tourist should wait for the bus in front of the building at the time specified in the reservation. The Organiser wishes the Tourist to consider the possibility of a 15 minute delay if there is heavy traffic.
2. In the case of tourist events which have a location of pick-up specified by the Organiser, the Tourist should wait at the location specified by the Organiser.
3. In the case that the Tourist does not show up in the specified location the driver/Guide/tour guide will try to determine the whereabouts of the Tourist. If the whereabouts of the Tourist are unknown and the schedule of the event does not allow for further delays - then the driver/Guide/tour guide has the right to drive away from the pick-up point or start the tour with the rest of the group; in this case the Tourist is liable for the costs associated with this situation - the above situation entitles the Organiser to immediately break the contract with the Tourist with the fault lying with the latter.
4. The Tourist is required to show the driver/Guide/tour guide the ticket/voucher or printed electronic proof of reservation which entitles him or her to participate in the tourist event.
5. The driver/Guide/tour guide has the right to refuse entry or further participation to persons under the influence of alcohol or narcotics, or behaving in a manner threatening to other Tourists taking part in the tourist event. In this case the Tourist is not entitled to reimbursement for the unused ticket.
6. Conversation with the driver while driving is not allowed. All information is provided by the tourist event Pilot while driving or on location before the start of the tour.
7. Throughout the tour the Tourist is a member of a bigger group, which requires him or her to keep with the group, abide by the guidelines given by the Guide and respecting the program of the tour and the meeting times. Those Tourists who willingly separate themselves from the group or do not arrive punctually to meeting points will meet with the consequences as stipulated by §6 point 3.
8. The Tourist is financially responsible for any actions that lead to damages of the vehicle in which he or she is travelling or harm to any other participants in the tour. Disinfection cost is 150 PLN per occurrence and has to be paid to the Tour Leader.

§ 7 (ACTS OF GOD)

1. The Organiser is not liable for delays, changes in the tour program or cancellation of a tourist event that is the fault of the Tourist or Acts of God on the basis of the Tourist Services Act (from 2004 no 223 article 2268 with later changes).
2. In the event of unforeseen circumstances of Acts of God, the Organiser is required to provide Tourists with complete information and be as helpful as possible in order to minimize the consequences of the situation.
3. The Organiser limits his liability for lack of or poor provision of services during the tourist event to double the amount paid by the Client for the tourist event on the basis of article 11b of the Tourist Services Act from

29 August 1997 (No 133, article 884 with later changes) and in situations foreseen by the Act - limits of liability do not pertain to damages done to a person.

§ 8 (COMPLAINTS & REIMBURSEMENTS)

1. The Tourist has the right to file a complaint that may be submitted and considered on the basis of the Tourist Services Act (from 2004 no 223 article 2268 with later changes). Complaints may be submitted to the following email address:

complaint@seekrakow.pl

2. If during the tourist event the Tourist confirms that the contract has not been properly executed, he or she should immediately inform the tour Guide about this, or in his or her absence, the driver or Organiser. In the event where the above is not possible, the Tourist is obliged to inform the Organiser no more than 7 days after the end of the tourist event.

3. Independently of that mentioned in point 2, the Tourist may file a complaint to the Organiser pointing to the infringement made in the delivery of the contract no later than 30 days after the end of the tourist event.

4. The Tourist may file a complaint in written form at the office of the Organiser, via email to complaint@seekrakow.com or in person at the sales centre of ticket/voucher purchase, indicating the fault with the realisation of the tourist event, along with the date, location and a detailed description.

5. The Organiser will deal with the complaint within 30 days of its submission, and in the case of complaints filed during a tourist event - within 30 days after the end of the tourist event.

6. In the case that a complaint is not upheld, it will be dismissed and the Tourist will be informed of this decision as well as the reasons for its refusal.

7. During the tourist event, the Tourist may be provided with audio equipment consisting of a receiver and headphones.

8. The Tourist undertakes to use the device in a way that excludes their consumption above the average degree resulting from normal use as intended and return the complete and clean equipment immediately after the end of the tour.

9. The Tourist is obliged to cover the costs of repairing the device in the event of damage caused during use, and in the case of impossibility of repairing the device, covering the costs of purchasing a new device. Any defects will be written in the form of a written damage report containing the tourist's commitment to cover the costs of repair or purchase of new equipment in the event of inability or unprofitability to repair the equipment.

10. The Tourist is obliged to cover the costs of purchasing a new device in case of loss of the device.

§ 9 (PERSONAL INFORMATION)

1. The administrator of personal information given by the Tourist in making the reservation is the Organiser - UTC Tour Operator Sp. z o.o..

2. The Tourist is entitled to access his or her personal information and has the right to change them. The Tourist may at any point resign from giving permission to use his or her personal information for marketing purposes as well as resign from receiving marketing information via email by submitting a declaration in the office of the Organiser, or via email to seekrakow@seekrakow.com

3. All Clients personal information may be used only for contact purposes regarding the tourist event.

4. All Clients personal information (name, surname, telephone number, email address) provided by the Client using the website www.seekrakow.com will not be shared or sold to third parties for any purpose.

§ 10 (THE RIGHT TO TRANSFER RIGHTS TO PARTICIPATE IN A TOURIST EVENT)

1. The Tourist may, without the consent of the Organiser, transfer the rights to another person fulfilling the conditions of participating in a tourist event, if the person accepts all the responsibilities of the contract.
2. The transfer of rights and responsibilities as mentioned in point 1 is effective in terms of the Organiser if the Tourist informs him of this no later than 07:00 pm on the day preceding the tourist event.
3. The Tourist and person accepting the rights of the contract are jointly responsible for any remaining fees to be paid for participation in the event and any additional costs incurred by the Organiser as a result of changing the participant of the tourist event.

§ 11 (CONTRACT CHANGES/CANCELLATION OF A TOURIST EVENT)

1. If the Organiser - before the start of the tourist event - is forced for reasons beyond his control to change essential terms of the contract between him and the Tourist, he must inform the Tourist immediately.
2. In such a case the Tourist should immediately, but no more than within 3 days or no later than 24 hours before the start of the tourist event, inform the Organiser if:
 - 1) He or she accepts the proposed changes to the contract, or
 2. He or she rejects the contract with the immediate return of all proof of reservation or payment and without the Organiser incurring the responsibility of costs. No response on the part of the Client within the specified time limit to inform the Organiser is treated as an acceptance of changes in the contract.
3. The Organiser retains the right to cancel a tourist event no less than 7 days before the start of the event if there is an insufficient number of tourists needed to organise the tourist event or because of Acts of God - in which case the Organiser must immediately inform the Tourist.
4. The minimum number of participants in a tourist event is 2 people.
5. On the basis of conditions in the Tourist Services Act (from 2004 no 223 article 2268 with later changes), the Tourist does not retain the right to demand compensation from the Organiser for not following through with the contract in the case that the Organiser cancels the tourist event due to Acts of God or an insufficient number of participants needed to organise the tourist event.

§12 (FINAL DECLARATIONS)

1. All relations between the Tourist and the Organiser fall under Polish law.
2. The Regulations are available to Tourists at the Office of the Organiser, in the Internet Portal as well as in Sales Centres.
3. The regulations are in force from 1.06.2011.
4. The amendments to the regulations are in force from 17.11.2015.