

UI. Willowa 8/10 lok 2, 00-790 Warszawa, Poland

T: +48 22 631 77 77 **F:** +48 22 632 2113

NIP: 526-10-02-130 kasia@kompas-poland.pl

CONDITIONS OF PARTICIPATION IN TOURIST EVENTS - 2017/2018

- 1. General
- 1.1. Rights and obligations of the participants define these "Conditions of participation in tourist events" issued pursuant to Art. 384 § 1 of the Civil Code (hereinafter the "Conditions of Participation") and the Act of 29 August 1997. Tourist Services (hereinafter the "Act on Tourist Services").
- 1.2. These Terms and Conditions of participation are an integral part of the "Agreement for the provision of travel services / tourist events participation in the tourist event (the contract web application on www.kompas-poland.com) "(the" AGREEMENT ").
- 2. Conclusion of contract
- 2.1. Online catalog and any materials relating to the tender KOMPAS Poland Sp. o.o. for this year are the only an invitation to enter into AGREEMENT and do not constitute an offer on the tourist event within the meaning of of the Civil Code.
- 2.2. An agreement on tourist event organized by KOMPAS Poland Sp. z o. o.

occurs each time after hearing the Participant's offer contained in the directory KOMPAS Poland Sp. from

- o.. and the signing of the agreement and advance payment and received by the participant confirmation from KOMPAS POLAND Sp. o.o. the conclusion of AGREEMENTS.
- 2.3. By signing AGREEMENT The participant confirms that he is familiar with these Conditions of participation and offer contained in the directory KOMPAS Poland Sp. z o. o. for the summer 2017., which are an integral part of AGREEMENT.
- 2.4. Participant tourist event is the person who signed the agreement and / or a person and / or persons by the the person indicated in the contract. The person signing the contract is responsible for keeping the

the conditions of the other persons referred to in the contract.

- 3. Payment Terms
- 3.1. When signing AGREEMENT participant pays 100% of the reservation. Insolvency KOMPAS Poland Sp. z o. o., the benefits referred to in Article. 5 paragraph. 1 point. 2 of the Act on Tourist Services Kompas Poland will provide written confirmation of having financial security there provided with an indication of how to apply a withdrawal of the security in cases specified by the Act on Tourist Services.
- 3.2. These payment terms do not exclude the possibility of a reconciliation between KOMPAS Poland Sp. z o.



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o. and the Participant different, individual payment terms on the basis AGREEMENT. Especially

KOMPAS Poland Sp. z o. o. Participant may offer discounts, rebates, promotions, etc. (Hereinafter the "Promotions") providing for other terms and amount of payments. The use of the Promotion is a voluntary participant. If agreed between KOMPAS Poland Sp. z o. o. Participant and other individual conditions

Payments under the Agreement, in particular from use by the Participant of the Promotion, the Participant

It is bound by the terms and the amount of the payments provided for in the agreement. Otherwise, the participant is bound by the terms and the amount of the payments provided for in these Terms and Conditions of participation. In the absence of different AGREEMENT KOMPAS Poland Sp. z o.. may not require the Participant payments in the amounts and terms other than those provided for by these Conditions of Participation.

3.3. The date of payment of receivables by the Participant shall be the date of posting on the account

bank customer. KOMPAS Poland Sp. o.o. We reserve the right to recognize the lack of payment within the set above terms as equivalent to the resignation of the Participant of the package, in which case He is obliged to inform the participant for the avoidance of doubt.

- 3.4. Any returns and cash equivalents are made by KOMPAS Poland Sp. z o. o. transfer to the indicated Participant's bank account or postal order to the address specified in the AGREEMENT.
- 4. The price of a package
- 4.1. The prices of tourist events are contractual.
- 4.2. The price of the tourist event, unless the contract provides otherwise, are included: VAT accommodation consistent with the description, food as described. Included are also, in some places, climate tax, as long as the price list is not clearly marked another possibility, excursions and transfers at the choice of the customer.
- 4.3. The prices of tourist events contained in the directory does not include fees passport, visa,

banking, customs, transport from the place of residence and back, others indicated in the CONTRACT, directory

fees and services ordered individually while abroad, as local tours (optional)

hotel service, deposit, if required, fees for Internet phone calls, baggage, tickets

access to the slopes, insurance, etc., and other surcharges and fees listed in the price list and / or directory.

5. Changes benefits



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- 5.1. Change of benefits before the start of your holiday
- 5.1.1. Before the start of your holiday KOMPAS Poland Sp. z o. o., for reasons beyond KOMPAS Poland Sp. z o. o., may be forced to change the terms of the package. any significant changes AGREEMENT, and in particular the date, program tourist event or place Accommodation KOMPAS Poland Sp. o.o. is obliged to inform the participant immediately after the occurrence of these changes.
- 5.1.2. The increase in the package price, under the conditions specified in the Agreement and in the Act on Services Tourist, as well as a change (before the start of your holiday), other than the price of essential the terms of the entitles the participant to withdraw from the contract concluded for an immediate return all the amounts paid without any obligation to pay a penalty. In this case the Participant should immediately upon receipt of KOMPAS Poland Sp. z o. Information about the change, inform the organizer or welcomes the proposed amendment AGREEMENT whether or withdraws from the contract.
- 5.1.3. Before the start of your holiday KOMPAS Poland Sp. z o. o., for reasons beyond KOMPAS Poland Sp. z o. o., may be forced to cancel the package. Cancellation of the event Tourist may occur in particular for reasons caused by force majeure (eg. the war, strike, riot, epidemics, environmental disaster, border closures, other decisions of the authorities, etc.).
- 5.1.4. In case of withdrawal from the contract referred to in section 5.1.2. and in case of cancellation tourist event referred to in section 5.1.3. Participant is entitled (by choiceParticipant) immediate refund of all amounts paid without any obligation to pay a penalty or the right to participate, without burdening the Participant additional costs in the event of the

same or a higher standard, unless the participant agrees to the tourist event of a lower standard

in return for the difference in price. In the cases referred to above, the Participant may seek compensation for Breach of contract, unless the appeal tourist event is due to: 2) make themselves a smaller number of participants than the minimum number specified in the contract, and KOMPAS Poland Sp. z o. o.

He informed the Participant in writing, within the agreed period, or 2) force majeure.

5.2. The change benefits during the tourist event

replacement



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5.2.1. If there is a change of services which constitute a significant part of the tourist event or object purchased by the Participant, KOMPAS Poland Sp. z o.. shall, without burdening the Participant additional costs, to arrange alternative services with the same or higher standard.

If the quality of the provision of replacement is lower than the quality of the service originally offered, the Participant may claim a reduction of the package price, or make use of the powers provided for in

5.2.2. If you can not organize replacement benefits referred to in section 5.2.1

Section 5.2.4 below.

or in case the Participant legitimate reasons did not agree to the replacement provision, for referred to in section 5.2.1 and departed from the CONTRACT, KOMPAS Poland Sp. z o.. will provide the Participant return to the start of the tourist event or to another agreed place in conditions not worse than

specified in the contract, eg. to the airport if trasfer from the airport was included in the price. In the event of cancellation by the Participant from the CONTRACT, referred to above, KOMPAS

POLAND Sp. z o.. no fee Participant additional cost of doing so, or can not demand from him payment of contractual penalties. In case of impossibility of performance of replacement referred to above,

The participant may claim compensation for damage resulting from failure AGREEMENT, unless the impossibility of performance the provision of replacement is solely due to 1) the acts or omissions of third parties, participating in the execution of the provision of a replacement, if such acts or omissions could not be foreseen or avoided, or 2) force majeure.

5.2.2. If you can not organize replacement benefits referred to in section 5.2.1

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referred to in section 5.2.1 and departed from the CONTRACT, KOMPAS Poland Sp. z o.. will provide the Participant return to the start of the tourist event or to another agreed place in conditions not worse than

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participating in the execution of the provision of a replacement, if such acts or omissions could not be foreseen or avoided, or 2) force majeure.

- 5.2.3. At the request of the Participant filed during the tourist event or with the consent of the Participant KOMPAS POLAND Sp. z o. o. has the right as far as available capabilities to accommodate participant in another hotel, przekwaterować Participant to another room or a hotel or provide other benefits to the Participant in place originally offered (for settlement of the difference in price or without settlement depending on the findings between the parties). The situation referred to above is equivalent to the expression of consent by the Participant to make the above. changes and excludes the right of the Participant to invoke resulting from this change non-compliance with the provision contained AGREEMENT. This does not exclude the right of the Participant to rely on inadequacy of benefits realized in place of the originally offered.
- 6. Resignation, change participant or booking
- 6.1. The participant may on its own initiative to withdraw from the tourist event in terms

indicated in the CONTRACT, by submitting a written statement to KOMPAS Poland Sp. z o. o. The date of resignation deciding on the accruing costs shall be the date of the relevant document to the effect of KOMPAS Poland Sp. z o. o.

- 6.2. Costs are also charged in case of cancellation by the Participant for reasons attributable to his side, including due:
- Refusal to issue a passport or a visa,
- Lack of documents entitling to cross the border
- Failure to comply with specified in the contract payment terms,
- No-place of collection,
- Disease and other cases of random
- Prevent border crossing by border guards or customs.
- 6.3. Costs are in line with the detailed calculations specified in the CONTRACT, the foundation the final calculation of the cancellation costs are actually incurred and documented by KOMPAS POLAND Sp. z o. o. the costs of preparation and effort. In case of cancellation of tourist event Participant is entitled to a refund of the amount paid after deduction of cancellation fees specified in the AGREEMENT.



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6.4. In case the Participant abstaining from participation in the tourist event indicates a person fulfilling conditions for participation in a tourist event and will take on her powers and that person accepts the obligations

arising from AGREEMENT, KOMPAS Poland Sp. z o. o. (unless there are other, independent of its obstacles) charges a fee corresponding to the real costs associated with the activities change participant.

- 7. Insurance tourist event and Warranty Insurance KOMPAS Poland Sp. o.o.
- 7.1. Travel Agency Kompas Poland Sp. o.o. on the basis of agreement with SIGNAL IDUNA TU SA agreement General No. 200829 dated 31.10.2011 provides to customers participating in organized events foreign insurance in accordance with the provisions of the Act on Tourist Services. Nature and insurance coverage is presented in the AGREEMENT. KOMPAS Poland Sp. o.o., contains SIGNAL IDUNA THEY'RE HERE. for all participants insurance "SAFE TRAVEL" treatment costs and consequences accidents during the tourist event, which is an extra cost to the price of the event Tourist PLN 4.50 per person per day. Customers traveling to the Polish are not covered by insurance.
- 7.2. The price of the tourist event is not included cancellation insurance from the event Tourist resulting min. for the following reasons: accident, sudden illness The insured or a person close to the Insured, serious damage to property insured. COMPASS POLAND Sp. z o.. we recommend the conclusion of the insurance COST OF TOURIST EVENTS STANDARD version

100% with the reservation package. The insurance cancellation of tourist event, the sum of Insurance is the price of the tourist event (up to 17 000 PLN), as defined in the agreement by the Insured or the Insured a travel agency. The rate for this insurance is 3% of the tourist event.

7.3. Determination of fairness and amount of compensation on the basis of the evidence submitted by The insured or a person authorized, but the Signal Iduna has the right to verify and consultation specialists. The amount of compensation in case of cancellation of tourist event is dependent on the date



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notification of resignation in a travel agency, in relation to the commencement of a tourist event and is equal to

amount of deductions made by KOMPAS Poland Sp. z o. o. in this respect, under the terms

KOMPAS Poland Sp. z o.. concerning the cancellation of a package, contained in the AGREEMENT.

7.4. The price of the tourist event is not included insurance high risk associated

with practicing sports such as horse riding, polo, hunting, paintball, diving camera

air, sailing, rafting or other water sports practiced on mountain rivers, martial arts and

any kind of defense sports. The rate for this insurance amounts to 9.00 PLN per person per day.

7.5. The price of Incoming packages does not include insurance. Only OUTGOING tours have mandatory insurance included on www.kompas-poland.pl which is mandatory and consistent with the Act on Tourist Services. For the package price will be added is the cost of compulsory medical insurance and accident insurance in the amount of PLN 4.50 per person per day. INFORMATION ABOUT THE FIELD OF INSURANCE In PARTICIPANTS BY SIGNAL IDUNA: The subject of insurance in terms Standard are the costs of treatment and assistance Insured who when abroad, the country of permanent residence must immediately undergo treatment due with a sudden illness or accident. The insurance contract unfortunate accidents include: the provision in case of permanent damage to health benefits in the event of death. The insurance shall cover accidents that occurred during the insurance period. The insurance covers the luggage of the Insured during his trip, which is under the direct care of the Insured. The scope of insurance Sumy warranty

Hospital treatment EUR 20,000

Consequences of the accident 15,000 PLN

Rescue costs EUR 5,000

Death benefit 15,000 PLN

The sum of luggage insurance 1,000 PLN

7.6. It is recommended that people suffering from chronic disease purchased additional insurance against diseases chronic. Chronic disease: any disorder or deviation from the norm, which has one or more

of the following characteristics: it is durable, it leaves an invalidity due to irreversible

pathological changes, require special handling rehabilitation requires a long period

supervision, observation, treatment or care. They are treated in a continuous or periodic. The rate for this insurance amounts to 22.50 PLN per person per day.

7.7. Insurance details are contained in the "General Insurance Conditions Safe Travel" -



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SIGNAL IDUNA, which are available in the office of KOMPAS Poland Sp. z o. o. and on the website www.signal-iduna.pl.

7.8. KOMPAS Poland Sp. o.o. has - to the full extent required by law - Guarantee

Participants providing insurance, in case of insolvency KOMPAS Poland Sp. z o. o.

benefits referred to in Article. 5 paragraph. 1 point. 2 of the Act on Tourist Services. Realization of benefits

Guarantee is independent of the existing Participant conditions (timing and amount) of payment;

The warranty covers both payments made under the terms of these Terms

participation (section 3.1 of the Terms of participation), as well as payments made on different terms

provided for in the agreement concluded between KOMPAS Poland Sp. z o. o., a participant (Section 3.2

Conditions of participation).

7.9. KOMPAS Poland Sp. o.o. is not responsible for the content of the Central Register of Tour Operators

and Agents Tourist conducted by the minister responsible for tourism.

8. Complaints

8.1. In the case of non-performance or improper performance of the CONTRACT by KOMPAS Poland Sp. z o.

o. Participant has the right to complain.

8.2. If, during the tourist event participant states defective execution CONTRACT, should

immediately notify the contractor services and tour operator (KOMPAS Poland Sp. z o. o.), in

"As appropriate for the type of service" (a legal term under Art. 16b paragraph. 1 of the Act on Services

Tourist). KOMPAS Poland Sp. z o.. indicates that appropriate for the type of services provided

Participant by KOMPAS Poland Sp. o.o. how notification of defective performance AGREEMENT considered

transfer by Participant report directly to the service provider in the place of provision (eg. to

reception for comments on the service provided) (hereinafter "Application to the Contractor"), and in

If found by the PARTICIPANT further faulty execution AGREEMENT despite Applications for

Contractor - the transfer of the same application in addition to the KOMPAS Poland Sp. z o. o. in the form of

in writing or by e-mail to: reklamacje@kompas-poland.pl with information derived from the



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Contractor details of the application (time, date, place, subject of the application, the position of the Contractor).

- 8.3. Complaints related to accommodation, meals and program departure must also reported immediately to the representative of KOMPAS Poland Sp. z o. o., which is required to remove irregularities on the spot.
- 8.4. Regardless of the notification referred to in paragraphs 8.2 and 8.3 above, the Participant may submit KOMPAS Poland Sp. z o. o claim containing indication of the shortcomings in the embodiment and AGREEMENT

define your request with a detailed description of the event giving rise to the complaint within no more than thirty (30) days from the date of completion of the package. In order to facilitate the complaint and for the avoidance of doubt KOMPAS Poland Sp. z o.. recommends that the complaint

PARTICIPANT załączał confirmation Application to the Contractor together with the information coming from the Contractor by the details of the application, which is then the subject of a complaint lodged with the KOMPAS Poland Sp. From o.. (time, date, place, subject of the application, the position of the Contractor).

- 8.5. KOMPAS Poland Sp. z o. o. is obliged to consider the complaint and respond in writing, no later than thirty (30) days from the date of submission of KOMPAS Poland Sp. z o.
- o., and in the case of complaints lodged during the tourist event no later than 30

(Thirty) days from the date of its completion. In case of refusal of the claim is KOMPAS Poland Sp.

- z o. o. is required for a detailed justification reasons for refusal. The deadline for consideration of complaints and answer by KOMPAS Poland Sp. z o. o., for the above mentioned runs from the date of actual the impact of the complaint to KOMPAS Poland Sp. z o. o.
- 8.6. Any disputes shall be settled by the parties amicably, and in case no agreement is reached by the competent local district court.
- 9. Liability

profits (the

9.1. KOMPAS Poland Sp. z o.. bear contractual liability for damages arising from non-performance or improper performance of the CONTRACT to the amount of actual damages and lost



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provided the document in the manner prescribed by law), but not more than twice the

the package price of a given participant (this limit does not apply to personal injury).

KOMPAS Poland Sp. z o. o. is not responsible for non-performance or improper performance AGREEMENT

only due to an act or omission of the Participant, act or omission of a third party,

for which KOMPAS Poland Sp. z o. o. is not liable if these actions or omissions can not be

It has been foreseen or avoided, as well as force majeure.

9.2. Within the limits of incurred and documented by KOMPAS Poland Sp. o.o. all costs and

spending KOMPAS Poland Sp. o.o. He is not obliged to repay the value of benefits that have not been

used by the Participant for reasons attributable to him. KOMPAS Poland Sp. o.o. is not responsible

also for changes in the conditions of a package proposed by the Participant or such, which

A participant agreed in accordance with section 5.2.3 above).

9.3. In the case of optional services organized under a separate agreement concluded

Participants in the place of residence with local entrepreneurs KOMPAS Poland Sp. o.o. not be held

liability prescribed in the Act on Tourist Services.

10. The provisions of the organizational

10.1. All travel documents will be issued in electronic form on specified in the order online email

10.2. The participant is required to read the information on passport,

visa, customs and health of the target country. The participant is responsible for complying with the said

provisions and will be charged with the costs arising from the failure to comply with the / w provisions.

10.3. Participant Polish citizen is required to have a valid passport min. 6 (six) months from the date of

expected completion package. Citizens of other countries should obtain information on

the appropriate consulate.

10.4. The participant is obliged to comply with instructions related to the implementation of the package,

set by KOMPAS Poland Sp. z o. o. or his representative.

10.5. KOMPAS Poland Sp. z o. o. give the Participant in writing before the start of your holiday,



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the following information:

- The name of the local representative of KOMPAS Poland Sp. z o. o. - the tour (or other

institutions), to which the participant may pay in the event of difficulties, as well as its address and telephone number. IN

Unless otherwise information above. representative of the object is indicated on the voucher submitted to the Participant, and contact information, to which the participant may pay in the event of difficulties are also the object data indicated on the voucher.

11. Final arriangements

11.1. The organizer of tourist events covered by these Conditions of participation is KOMPAS

POLAND Sp. z o. o. with its registered office at ul. Willowa 8/10 lok. 2 in Warsaw, authorized the governor

Mazowieckie economic activity for the organization of tourist events, with the number 371.

11.2. Before concluding AGREEMENT KOMPAS Poland Sp. z o.. can change the data contained on the website www.kompas-poland.com.pl web, catalog, price list and conditions of participation, as Participant

tourist event will be immediately informed. These Terms and Conditions of participation and other materials on offer KOMPAS Poland Sp. o.o. 2017 supersede any prior materials concerning

the same conditions package. These Terms and Conditions of participation was prepared according to the state law in October 2016.

11.3. In matters not covered by these Conditions of Participation for tourist events are

appropriate application of the general applicable law including in particular the provisions of the Civil Code and Act on Tourist Services, and in the case of a package implemented by air

additional provisions of aviation law.

11.4. Any disputes shall be settled by the parties amicably, and in case no agreement is reached disputes will be settled by the competent local district court.

- 11.5. The invalidity of individual provisions of the Agreement or these Terms and Conditions of participation does not violate the validity of the entire AGREEMENT.
- 12. Additional information about insurance
- 12.1. SIGNAL IDUNA responsibility for the event organized by KOMPAS Poland Sp. z o. o.

It starts at 24 (twenty four) hours before the actual date of the commencement of a tourist event

KOMPAS

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specified in the contract, but not earlier than the date of commencement of travel by the Insured. Protection

insurance SIGNAL IDUNA ends 24 (twenty four) hours after the actual date end of tourist event specified in the contract, but not later than upon completion of the Insured trip.

12.2. In the case of sudden illness or accident insured is obliged:

immediately notify the alarm panel if the result of an accident or sudden

developing necessary hospital treatment, conducting medical treatment, transportation to the country

or use any kind of other assistance resulting order for costs the Insured, with

Subject to dental treatment and a single outpatient visit. Signal Iduna not be held

responsibility for any costs incurred by the Insured without the consent of the Emergency Headquarters, the above limitation does not apply to a situation in which the Insured due to the health condition could not objectively contact with the control panel.

All detailed information regarding insurance SIGNAL IDUNA are contained in the General Conditions

Safe Travel Insurance, which are available in the office of KOMPAS Poland Sp. z o. o., and transferred

Participants will be with travel documents.

Practical information

Important: Unless specifically stated otherwise by the local country, this reservation request does not commit the hotel to a request for assistance of any kind from the consular authorities.

Special requirements

Kompas will make its commercial reasonable efforts to accommodate any special needs you may have. If you have specific requirements you would like us to consider (e.g. to assist with a disability, crib, connecting rooms) please contact the hotel at your earliest convenience.

Sales conditions



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Prices indicated are per room or per person, for the number of people and date(s) previously selected, unless otherwise stated (fixed rates). However, you may be required to pay some additional taxes upon arrival at the hotel depending on the local regulations in force. Only the amount given in local currency is guaranteed.

Special terms:	No change or cancellation may be made after booking. Upon booking, the client accepts to be charged the full price of the stay, this amount being non refundable in case of cancellation or change of dates of stay.
Guarantee Policy :	Full amount of stay is payable in advance by credit card/or bank transfer at booking time.
Cancellation policy :	The amount due is not refundable even if the booking is cancelled or modified.
Check in Policy :	Check-in time 15:00
Check out	The room must be vacated by 12:00 at the latest except in case of Late Check Out.
Package Inclusions :	Offer includes accommodation for 1 night minimum including breakfast or without it, and information portal about Katowice city