

# General Terms and Conditions

## 1. Preliminary provision

- 1.1. The Travel Agency Northern Hikes s.r.o., with its registered office at Kaprova 42/14, Praha 1, 110 00, IČ 06686711, registered in the Commercial Register kept by the Municipal Court in Prague, Section C, File 286916, (further on only referred to as „TA“), arranges standard Tours as well as tailor-made Tours for individuals and groups offered via website [www.northernhikes.com](http://www.northernhikes.com) and via website [www.bohemian-switzerland.com](http://www.bohemian-switzerland.com) (further on only referred to as “Tours”).
- 1.2. These General Terms and Conditions (further on referred to as “General terms and conditions”) are integral to each Tour Contract (further on only referred to as “TC”) concluded between the TA and the customer (further on only referred to as “Traveller”). General terms and conditions adjust the rights and obligations of the TA and the Traveller for the purposes of selling and arranging the Tours.
- 1.3. Should the conditions stipulated in an individual TC be different than the general adjustments stipulated in the General terms and conditions, then the conditions of the individual TC are given precedence, provided that the TA agrees.
- 1.4. The Traveller is a natural or legal person purchasing a Tour or taking part in a Tour.
- 1.5. TA explicitly points out that the Tours it arranges are not package tours as amended by the resolution § 2522 of the act no. 89/2012 of the Civil Code. It concludes that the Traveller is not protected to the full extent, as it happens to be in contracts with the package tour customers.
- 1.6. Detailed specifications of the Tour, that is, of the way it is organised and what it encompasses, follow from the Tour offer on the Internet page of the TA ([www.northernhikes.com](http://www.northernhikes.com) or [www.bohemian-switzerland.com](http://www.bohemian-switzerland.com) ). Should this kind of data be missing in the offer, they will be stated directly in the TC.
- 1.7. All time figures given in the TCs or when promoting the TA in any way, are always to be understood as in the CET time zone (Prague).

## 2. The commencement of the contractual relation

2.1. The contractual relation comes into force and effect on the day the both contractual parties have concluded the TC.

## 3. Price and payment conditions

3.1. The price of the Tour is set in accordance with the offer of the TA and it includes the services, fixed precisely for each Tour offered via the website or specified in detail in the TC. The total price given in the TC is final.

3.2 Travel insurance is not included in the price of the Tour.

3.3. The TA has a valid business licence and business insurance. Also the automobiles of the TA have liability insurance as required by the law, against damage to goods or health injuries to people plus they have an additional collision insurance.

3.4. The price for the Tour is paid mainly via payment gateway (GP Webpay, <https://www.gpwebpay.cz/en.html> with it's Terms and Conditions) with a payment card or via the PayPal service ([www.PayPal.com](http://www.PayPal.com) with it's Terms and Conditions) upon finalising the purchase order of the chosen Tour. The price is considered as paid once the respective payment card operator (GP Webpay or PayPal) has approved the transaction.

3.5. In case the Traveller fails to pay the price for the Tour properly and on time (or his transaction is rejected by the payment card operator) the contractual parties agree on the termination of the TC, effective as of immediately and fully.

3.6. The Traveller is responsible for the accuracy of all the data provided by him/her in the TC.

3.7. The Traveller is fully responsible for all other guests included in his reservation, as per the TC, in terms of complying with the Terms and Conditions in the same way as the lead Traveller does.

3.8. Traveller can cancel the TC by one of the following means: via email message, phone call or SMS or by Whatsapp application according to

the contact details stated on the TA's website, mainly then by delivering a cancellation message to "info@northernhikes.com" or via phone number + 420 730 962 221. Such a message is considered as accepted the moment when it's received via the respective communication channel. All times related to this article are considered to be CET (Prague local time).

- 3.9. If the Traveller, not through the fault of the TA, does not make use of all the contracted services during the Tour (such as not being able to complete the Tour due to the fitness level or improper clothes or shoes or due to being late for pickup or any other part of the tour), the Traveller is not entitled to any kind of compensation (as further referred in the article 10.1 and 10.2).

#### **4. The conditions of attending the Tour**

- 4.1. The Traveller is obliged to ensure that all persons of less than 15 years of age are accompanied and supervised by an adult, and, if necessary, to provide a written consent of the minor's legal representatives, stating that they agree with the minor to be accompanied by a third party. The Traveller is also obliged to arrange for assistance and supervision for all persons whose medical status requires so.
- 4.2. The Traveller is obliged to provide the necessary cooperation with the TA for the Tour to progress.
- 4.3. The Traveller is obliged to follow all instructions from the personnel authorised by the TA before or during the Tour, to carry out activities during the Tour, which serve to fulfil the purpose of the Tour. The Traveller is especially obliged to follow all instructions regarding the stay in protected natural areas, regarding the traffic regulations, and further on to behave in such a way to prevent any and all potential harm or death incurred to the Traveller themselves or any other co-traveler or person or any material damage.
- 4.4. Upon concluding the TC, the Traveller is obliged to state any and all medical indispositions and limitations as well as his/her physical abilities (further on to be referred to only as the "State of health"), which may have any kind of influence on the problem-free progress of the Tour. The TA reserves the right not to conclude the TC with a Traveller whose State of health is inconsistent with the character of the Tour. The TA is

also entitled to deny the Traveller the right to commence the Tour upon finding out that the State of Health of the given Traveller is not consistent with a problem-free progress of the Tour.

- 4.5. In case the Traveler does not state true information about his/her State of health when concluding the TC, the TA is entitled to withdraw from the TC and to deny such a Traveller his/her attendance of the Tour. In such a case the compensation clause as per article 10.1. and 10.2. of the General terms and conditions comes into effect.
- 4.6. The TA is entitled to prematurely terminate an ongoing Tour in case of any Traveller's or the TA's authorised guide's State of health change (injury, sickness break-out, health concerning fatigue and similar). In such cases the TA will return to the Travellers a relevant portion of the price of the Tour depending on the level of the already realised program.
- 4.7. The person authorised by the TA as responsible for the Tour is entitled to forbid the Travellers the use of alcohol or to order other provisions during the Tour that may be necessary to ensure safety and proper progress of the Tour, especially with concern for Traveller's safety and health.
- 4.8. The TA is entitled to set a minimum age limit for the attendance of the Tour.

## **5. Purchasing a Tour through contractual mediators, business representatives and or partners and other third parties**

- 5.1. In case the TA's Tour has been purchased through a third party contractually committed to the TA, then the contract (TC) is concluded under the conditions stated at the third party's portal.

## **6. Consent to personal data processing and to receiving commercial announcements**

- 6.1. By concluding the TC, the Traveller gives consent to his/her personal data processing to the extent of: Name, Surname, Place of Residence and Contact in compliance with the regulations of the act no. 101/2000 of the legal code on protection of personal data (further on only referred to as "The law on personal data protection") for the purpose of providing the services as per the TC. By concluding the contract, the Traveller also gives consent to receive commercial announcements to his/her

electronic contact address as regulated by act no. 480/2004 of the legal code, on certain services of the informational society. The administrator of the personal data in the sense of the Law on personal data protection is the TA.

Concerning processing of the payment for the tour, privacy of the Traveller is assured by the Privacy Policy of Global Payments s.r.o. That can be accessed via the following website link:

**[https://cdn-gxx.dataweavers.io/-/media/gpn-jv-czech/blog/redesign/documents/cz/2020/202002\\_global\\_payments\\_zasady\\_zpracovani\\_ou\\_september\\_2019\\_final.pdf?modified=00010101000000](https://cdn-gxx.dataweavers.io/-/media/gpn-jv-czech/blog/redesign/documents/cz/2020/202002_global_payments_zasady_zpracovani_ou_september_2019_final.pdf?modified=00010101000000)**

6.2. The Traveller has the right to cancel his/her consent to personal data processing as well as the consent to receiving commercial announcements anytime by sending a written request to the TA's electronic address. The cancellation of the consent is valid upon its delivery to the TA.

6.3. The Traveller agrees that the given personal data can be provided to third parties, mainly to TAs employees and to subjects cooperating with the TA such as services agents, salespeople, advertising agencies, shipping agents, business partners etc.

6.4. In case of a suspected breach of rights, the Traveller can contact the TA or turn directly to the Office for personal data protection, seated at Pplk. Sochora 27, Praha 7, PSČ 170 00, Czech Republic.

## **7. The Traveller – rights and obligations**

7.1. The Traveller is obliged to behave under any circumstances in order to prevent damage or harm to him/herself and to the other Travellers, the TA and its business partners. The Traveller is obliged to abide by all legal regulations effective in the Czech Republic, as well as all recommendations and instructions of the TA and the instructions of the local service providers. The Traveller will cover all damage or harm incurred by him/her to third parties. The TA is responsible for damage or harm caused by the TA's failure to fulfil its obligations given in the TC, in the General terms and conditions or in the binding legal regulations

effective in the Czech Republic. As far as the effective legal regulations allow, the TA does nevertheless not bear any responsibility for damage caused by the Traveller to a third party not connected to providing services to the TA or by an extraordinary, unforeseeable obstruction emerging independently of the will of the TA. Any reimbursement claims from the Traveller to the TA must be applied in writing and at the latest up to 7 calendar days upon the return from the Tour. If the TA has incurred damage and/or harm by the Traveller's failure to abide by his/her obligations (e.g. costs in connection with the help to the sickened or injured Traveller, organising an extra transportation or a damage of a vehicle), the Traveller is obliged to cover this damage within 30 days. Should the TA have been acting to prevent immediate damage to the Traveller, it has a right for reimbursement for any damage it may have incurred by such preventive behaviour and or measures and that to the extent proportionate to the potential damage. The TA is not in any way responsible for any kind of harm inflicted during the Tour by one Traveller to another.

7.2. The Traveler is obliged to commence the Tour at the exact time given in the TC or as instructed by the TA in an e-mail or a text message or a phone call or via other communication means such as WhatsUp, Facebook Messenger etc. sent by the TA to the Traveller, in other words the Traveller is obliged to show up to the given departure place at the given time and to follow the instructions of the person authorised to be responsible for the Tour. The maximum tolerable delay of Traveller for commencing the Tour is hereby set to 5 minutes. For the purposes of understanding the term "commencing the Tour" the Tour is considered commenced once the Traveller, at an agreed place, meets the person authorised by the TA to guide the Tour or once the Traveller boards the vehicle of the contracted transportation as per the TC. In case of a bigger delay of the Traveller in commencing the Tour, the TA is entitled to commence the Tour without the delayed Traveller. In such a case the compensation clause specified in article 10.1 and 10.2. of the General terms and conditions will become effective.

## **8. Filing a complaint, reclaiming the services of the TA**

8.1. In case the extent or the quality of the Tour is lower than agreed, the Traveller is obliged to share this concern with the TA and thus in a way for the TA to be able to correct any possible failure without unnecessary delay, possibly still during the Tour. For these purposes the Traveller contacts the TA through the Person authorised by the TA with the

responsibility for the Tour, or through e-mail address [info@northernhikes.com](mailto:info@northernhikes.com) or phone number +420 730 962 221. If the Traveller requests a discount from the price of the Tour because of a complaint, he/she is required to file the complaint at the TA without unnecessary delay, but at the latest within 3 days from the end of the Tour. The Traveller is not entitled to a discount from the price of the Tour if the circumstances on the part of the Traveller have caused him/her not to be able to make use of the Tour partially or fully.

## **9. The TA – rights and obligations**

9.1. The TA is not responsible for possible delay and reserves the right to announce the possibility of delay out of technical reasons or adverse weather conditions or traffic. Travellers are advised to take into account the possibility of considerable delay when planning connection transportation. The TA is furthermore entitled to change the place and time of departure, the transportation means and the program of the Tour accordingly should it be necessary due to unforeseeable circumstances.

## **10. Withdrawal from the contract**

10.1. The TA is only entitled to withdraw from the TC in cases specifically mentioned in the TC, in these General terms and conditions or as adjusted by the binding legal regulations. The TA is especially entitled to withdraw in case when the Traveller fails to fulfil his/her given obligations. In case the Traveller fails to fulfil his/her obligations and the TA will therefore withdraw from the TC, the Traveller will pay the compensation (cancellation fee) in the amount of 100% of the total price for the Tour. Such an amount will be deducted from any payments already done by the Traveller towards the services provided by the TA.

10.2. In case the Traveller breaches his/her obligations and the TA withdraws from the TC only after the Tour has commenced, the TA shall deliver its withdrawal (the announcement of being excluded from the Tour) to the Traveller through the person authorised by the TA with the responsibility for the Tour, and thus either via a phone call or a text message or to the Traveller's electronic address, or, should there be the concern of a delay, in person. By delivering such an announcement to the Traveller, the TA is exempt from the obligation to provide any more services to the Traveller as per the TC. The Traveller is hereby not entitled to claim back any portion of the price for unused services and the Traveller is obliged to cover to the TA all costs connected to his/her transportation

back to the place of departure or any possible damage caused to the TA. The TA is in such a case not obliged to guarantee the Traveller the transportation back to the place of departure or anywhere else.

10.3. Apart from the cases mentioned in these General terms and conditions and as adjusted by the binding legal regulations, the Traveller is entitled to withdraw from the TC anytime before commencing the Tour and that without stating any reason. The contractual relation is then revoked and the participation cancelled as of the day of the delivery of the written cancellation announcement to the TA, that is if the parties won't agree to another form of the cancellation announcement. The Traveller takes into account that by withdrawing from the TC the TA suffers the damage consisting in the necessity to invest into arranging for another Traveller, and, in case no substituent Traveller is arranged, the damage consisting of the necessity to reimburse the TA's contractual partners for not using the contracted services and the adequate lost profit. The contractual parties therefore agree to the following cancellation fees, that the Traveler commits to pay to the TA as a reimbursement for the TA's damage, in case of his/her withdrawal from the TC. For setting the amount of the cancellation fees, it is decisive on what day and hour the written announcement of the Traveler's withdrawal from the TC is delivered to the TA. The cancellation fees are:

- a) 0 % from the price of the Tour if the Traveller withdraws from the TC 24 (or more hours) before the Tour commences.
- b) 100 % from the price of the Tour if the Traveller withdraws from the TC 23 or less hours before the Tour commences. All cancellation fees are due immediately and will be automatically set off against the already paid price for the Tour or the deposit for the price of the Tour, to which the Traveller herewith agrees.
- c) For these cases the Tour commences at 7:30 a.m. CET if not stated differently in the TC when referring to the pick-up time).

Changing the date of the ordered Tour will be accepted by the TA if that is feasible and the TA has capacities to accommodate such requests (that is availability of tour guides and vehicles). If the change of travel date request is not possible to accommodate, the TA will refund Traveller in full under the condition that such request is made at least 24 hours before the Tour starts.



10.4. The TA can in legitimate cases (death, sudden health issues etc.) and solely by its discretion, exempt the Traveller from the cancellation fee and reimburse the Traveller fully for the price paid for the Tour. The Traveller is obliged to accompany any such request of his/hers by documents showing the reasons for the cancellation to be forgiven, and that at the latest up to 3 days after the day of the Tour.

## **11. The change of conditions given in the TC**

11.1. The TA is entitled, out of objective reasons, to change the conditions of the TC before the commencement of the Tour and to suggest the change of the TC to the Traveller. The TA is not obliged to share with the Traveller the reasons for changing the conditions of the TC, apart from the reasons for the Tour price increase. If the suggested change of the TC leads to a change of price for the Tour, the new price must be stated in the suggestion. If the TA suggests a change of the TC, the Traveller has the right to decide whether he/she agrees to the change or whether he/she wants to withdraw from the TC (without the application of the cancellation fees). If the Traveller fails to announce his/her consent to/withdrawal from the TC within 5 days after the delivery of the suggestion to change the TC, the TA is entitled to assume that the Traveller agrees with the change.

11.2. All changes arising from unforeseeable circumstances and resulting in the change of place and time of departure or the change of transportation means or the change of the program of the Tour are not considered as a change of the contractual conditions.

## **12. Cancellation of the Tour**

12.1. The TA reserves the right to cancel a Tour in case of extreme circumstances such as e.g. the cancellation of transportation on the side of the transportation provider or unforeseeable influences (e.g. severe weather, strike or force majeure). The TA is obliged to inform the Traveller about such cancellation without unnecessary delay, that is, immediately upon the commencement of such a situation. Furthermore the TA is obliged to suggest to the Traveller an alternative date for the Tour or to reimburse the Traveller for the full price of the Tour. If the parties agree to a new date of the Tour, the payments realised in connection with the original date are considered payments for the new

date of the Tour. If the price for the newly dated Tour or excursion or any individual service is lower than the already realised payment, the TA is obliged to pay the difference back to the Traveller without unnecessary delay. If the Tour is cancelled as a result of an unavoidable event which the TA could not have possibly avoided even though it tried as best it could, the TA is not obliged to reimburse the Traveller for any damage he/she incurred by the Tour cancellation, nor is the TA obliged to pay to the Traveller any kind of penalty money to which the Traveller may be entitled due to the cancellation. The TA is entitled to carry out operational changes in the program of the Tour, should it be impossible, out of serious reasons, to fulfil the originally planned services.

### **13. Final provisions**

13.1. The TA reserves the right to make a printed error in the promotional materials or online. The offer of capacities and services is valid until sold out. The Traveler, who is considered a consumer under the act no. 634/1992 of the legal code, on protection of the consumer, in its effective wording, has the right to an extrajudicial resolution of a consumer dispute. The subject authorised to carry out the extrajudicial resolution of a dispute, is The Czech Trade Inspection Authority. Detailed information is available on the web site [www.coi.cz](http://www.coi.cz).

13.2. The consumer is entitled to commence the extrajudicial resolution of a dispute from contracts concluded outside commercial spaces online through the ODR platform accessible from the web page [ec.europa.eu/consumers/odr/](http://ec.europa.eu/consumers/odr/).

13.3. These General terms and conditions are integral to the TC and the Traveller agrees by concluding the contract to have read, understood and agreed to not only the TC and all its parts, but also these General terms and conditions. The content of the TC is superior to these General terms and conditions. An invalidity of an individual clause does not affect the validity of the General terms and conditions or the TC's conditions or the TC as a whole.

These General terms and conditions come into effect on 1st of January 2022.