

General conditions

General terms and conditions for participation in tours of travel agency Tatro Travelia, s.r.o. (hereinafter referred to as the “General Terms and Conditions or VZP”) applicable to the Travel Contracts concluded from 1 January 2019

Definitions

1. Travel agency (hereinafter referred to as „TA“): TA Tatro Travelia, sro, with its registered office at Nový Smokovec 19217, Vysoké Tatry 062 01, registered in the Commercial Register of the District Court Prešov, section Sro, file no.37008 / P, IČO: 51 929 741.
2. Passenger: a natural person who concludes a travel contract or who is to be provided with tourism services on the basis of a concluded travel contract. All persons on the passenger's side are obliged to fulfill their obligations under the package agreement jointly and severally.
3. Law: Act No. 170/2018 Coll. on tours, related tourism services, certain conditions for doing business in tourism and on amendments to certain acts effective as of 1 January 2019.
4. Durable media: means that allows the passenger or travel agent to retain the information addressed to him in a way that allows it to be used in the future for a time appropriate to the purpose of the information and allows the stored information to be reproduced unchanged, in particular paper, e-mail, SMS , CD, DVD, memory card, or computer hard drive.
5. Point of sale: an establishment or other premises where a TA or TA authorized travel agency or travel agency normally conducts its business, including a website or other means of distance communication, which allows the conclusion of a travel contract without the physical presence of the parties.
6. Parent: legal guardian of a child (father, mother) or a person authorized by him / her aged 18 or over who is obliged to supervise the safety and health of a child (person under 18) who are also passengers during the trip.

I. Tour Agreement

1. By the travel contract, the TA undertakes to arrange a tour for the agreed price, and the passenger undertakes to pay the agreed price of the trip. The travel contract is established between the TA and the traveler on the basis of a duly completed and signed TA, confirmed by the TA or another TA authorized by the travel agency or travel agency that mediates TA services. A duly completed and signed travel contract within the meaning of the previous sentence shall also be deemed to be a duly completed and signed travel contract by its legal representative or authorized representative. The package contract includes these general terms and conditions and important information valid for package tours organized by TA Tatro Travelia, sro, all written documents and information that the traveler receives from the TA or on the basis of which the passenger concludes the package, especially the standard information form for travel contracts, offer catalog, offer Last minute tours, general information and tour instructions - detailed information about

the trip, stay or booked services, information on the website www.tatry-travelia.sk. CK reserves the right to specify in the special written offers different conditions and specifications that take precedence over these general terms and conditions. Written documents and information provided to the traveler by another travel agent by an authorized person or a travel agency that mediates travel agency services are not part of the travel contract if they conflict with the description or travel information in the catalog or other official written documents issued by the travel agency or published TA on their website.

2. Another TA, authorized travel agency or travel agency that mediates TA services is not authorized to agree with the passenger the provisions in the travel contract or to provide the passenger with information contrary to the description or travel information in the catalog or other official written brochures and TA documents or published by TA on their website.
3. A person acting on behalf of, or as a passenger, by signing a travel contract, confirms that he is authorized by law or mandate to conclude a travel contract on behalf of the passenger and that he has given his consent to the conclusion of a travel contract for the benefit of another person. participating in a trip. The Acting Person declares that it has the consent to the processing of the personal data of the data subject and that he / she has informed him / her of the conditions of processing under this tour contract. At the same time, the acting person undertakes to provide all passengers with complete information intended for the travel agency. All the correspondence required to fulfill the contract The trip will be conducted with the person acting on behalf of the passenger or as a passenger.
4. In addition to these general contractual terms and conditions, the Contractual Terms and Conditions for Online Sale of the Travel Agency Tatry Travelia, s.r.o.

II. Price, price change, payment terms

1. The package price and all services ordered or included in the package (hereinafter referred to as "package price") shall be the total package price specified in the package agreement. Of the discounts provided by TA, the passenger is only entitled to those that are in effect on the date of the contractual relationship, when they must also claim them, otherwise their entitlement to their provision expires. If several types of discounts are not possible to accumulate, the passenger may choose the one that is more advantageous for him, unless otherwise specified or explicitly agreed with the TA. The Contracting Parties acknowledge that additional costs and charges that cannot be determined prior to the conclusion of the trip and may have been additionally included in the price of the trip and have been notified to the passenger in accordance with the law.
2. When providing discounts or special prizes for children, the age of the child at the last day of the trip, resp. termination of services.
3. The right to participate in the tour, respectively. provision of all ordered services, the passenger arises only by paying the price of the trip, respectively. provided services in full and meeting the other declared conditions of the trip, respectively. services. A valid document for the boarding of a passenger or a trip. the use of the services is a valid Trip Agreement and proof of payment of the total price of the trip respectively. provided services. TA reserves the right to require these documents from passengers when boarding a trip.
4. The TA has the right to demand an advance payment of at least 50% of the package price or all services ordered (except for travel insurance, which the passenger has to pay in full

when signing the contract). The passenger is obliged to pay the remainder of the trip price or for all services booked no later than 36 days before the start of the trip, respectively. commencement of services. Compensation and claims for damages are payable immediately.

5. In the event of contractual relationship occurring less than 36 days before the start of the tour, respectively. by commencing the use of the services, the passenger is obliged to pay 100% of the price of the trip or the ordered services when the contractual relationship arises. The same payment obligation applies to specially declared shares with the condition of 100% payment of the price of the trip when the contractual relationship arises.
6. The day of payment is considered to be the day on which the funds were credited to the TA account. received TA in cash.
7. The contracting parties agree that TA is entitled to unilaterally increase the price of the tour as a direct consequence of changes concerning:
 - (a) passenger transport costs resulting from changes in fuel or other energy sources, in which case the price of the trip shall be increased by the value of the increase in the transport price compared to the transport price at the conclusion of the trip with the price of the transport at the commencement date;
 - (b) the amount of taxes or tolls for touring services charged by a third party who is not a direct provider of touring services, including local accommodation tax, airport and port taxes, or boarding or disembarkation fees at airports and ports when in such a case, the price of the trip shall be increased by the amount of the increase in those taxes and charges when comparing the amount of those taxes and the fee at the conclusion of the trip with the amount of those taxes and charges on the date of the trip;
 - (c) exchange rates for currencies relating to the trip, in which case the price of the trip shall be increased by the value of the exchange rate of that currency against EUR when comparing the value of that rate when concluding the contract with that value at the commencement date.
8. The Contracting Parties agree that the passenger has the right to a reduction in the price of the trip corresponding to the reduction in the costs referred to in paragraph 7 of this Article, which has taken place between the conclusion of the trip and the start of the trip.
9. The unambiguous wording of the increase in the price of the trip on a durable carrier, together with the justification and calculation of the increase in the price of the trip, must be demonstrably sent to the passenger no later than 20 days before the start of the trip. The traveler is obliged to pay the difference immediately without delay, at the latest within the time limit specified in the written notice of increase in the price of the trip; 3 of this article respectively. Art. IV, par. Second
10. If the increase in the price of the trip pursuant to this Article exceeds 8% of the price of the trip, the Contracting Parties shall proceed according to Art. V ods. 1, par. b /.
11. The TA is not obliged to return the paid price of the trip if the passenger did not attend the trip for reasons for which the passenger or the passenger is responsible. does not correspond to TA.

III. Rights and obligations of the passenger

1. The fundamental rights of the passenger shall include:
 - (a) The right to the full provision of the fully paid package and services.
 - (b) The right to properly provide information regarding the trip and the ordered services known to the TA, as well as to be informed of the changes that the TA later learned if the package price was paid. The obligation to inform under this Act is not affected by this in any way.

c) The right to withdraw from the contract at any time without giving any reason before the start of the services, under the conditions of Art. VI. of these General Terms and Conditions.

d) Before the start of the tour, the durable carrier can notify the TA that the tour will be attended by another person who meets all the agreed conditions for participation in the tour; the consent of the third party to the assignment of the holiday contract must be included in this notice. The change of traveler is effective vis-à-vis the TA if the notice of transfer of the trip contract according to the first sentence has been delivered to the TA within a reasonable time, but no later than seven days before the start of the trip; on the day of delivery of the notification, the person named in the notification becomes a passenger. The original passenger and the new passenger shall be jointly and severally liable for payment of the remainder of the trip price and any charges, surcharges and other costs incurred in connection with the change of passenger and of which the TA informs them. The fees, surcharges and other costs referred to in the previous sentence shall not be disproportionate and shall not exceed the actual costs incurred by TA as a result of the transfer of the package. The TA is obliged to prove to the new passenger the incurrence of additional charges, surcharges or other costs as a result of the assignment of the tour contract. The consent of the new passenger under this paragraph shall include the consent to the concluded trip contract and a declaration that it meets all the agreed conditions for participation in the trip or which are a condition for the use of the services ordered. In the joint and several liability of the original and new passenger for the payment of the price of the trip, the TA is entitled to proceed according to Art. II, par. 3 resp. Art. IV, par. 2 in case the trip price is not paid. The new passenger is not entitled to take into account promotions, discounts, travel insurance and other benefits that were exclusively associated with the original passenger or the conditions of special promotions (eg loyalty discounts, early booking, etc.)

e) The right to claim deficiencies and defective performance pursuant to Art. VII. of these Conditions and the assertion of claims under Art. VIII of these General Terms and Conditions.

f) The right to contact a TA representative to whom the passenger can turn in difficulty throughout the tour for assistance and who is also entitled to receive and process claims. In the case of the provision of personal data of another natural person, the passenger declares that he / she has his / her consent, which he / she can substantiate at any time upon the TA's request, and at the same time.

2. The passenger's basic obligations shall include in particular:
- a) Provide TA with the necessary assistance to properly arrange the trip and the ordered services, in particular the provision of complete and truthful data for the purposes of the trip and other necessary documents, as well as the submission of all relevant documents and documents conditional on the provision of services. In the event of a proper failure to fulfill this obligation, the passenger is obliged to pay the TA for all costs and damage incurred by providing incorrect and incomplete TA data.
 - b) Prior notification of the use of services by persons other than nationals of the Slovak Republic, otherwise the TA is not responsible for the proper arrangement of the trip or for the provision of services to these persons. Others, such as Slovak nationals, are responsible for fulfilling all necessary requirements (eg passport, customs, foreign exchange and other regulations of the country of travel), which make the provision of travel and services in the Slovak Republic and abroad conditional on them.
 - c) To pay the price of the tour in full for all ordered and tour-related services within the meaning of Art. II. these conditions and, if necessary, prove this fact;
 - d) In the case of announcement of additional changes regarding the trip or ordered services, to announce in writing its opinion to the TA without delay and at the latest within the

- specified period.
- e) Take over from the TA all documents necessary for the use of ordered and paid services and check the correctness of the data contained therein.
 - (f) In the event that a passenger discovers an inaccuracy of data under Art. III. bod 2 písm. e), it is obliged to inform TA immediately.
 - g) When using the services, strictly follow the instructions and information notified by TA or its representatives in the Slovak Republic or abroad, as well as the instructions of direct service providers, to observe departure times and places and to be responsible for obtaining all necessary travel documents and for services (passport, visa, insurance documents, vaccination, etc.).
 - h) Follow the instructions of the guide or travel agent, as well as the instructions of the direct service providers, and adhere to the set tour program and the relevant legislation of the visited country as well as the place of stay and the facility; in the event of their violation or in the event of a serious disruption of the package or services, the TA is entitled to deny the passenger to provide them, thereby losing the right to these as well as other unused services without claiming a refund of the package price.
 - (i) To be solely liable and to compensate for any damage caused by his / her actions during the trip or services in the means of transport, accommodation or other person.
 - j) To ensure that persons under 15 years of age are accompanied and supervised by the adult during the entire duration of the tour, similarly to ensure escort and necessary supervision for persons whose medical or personal condition so requires.
 - k) Respect the safety regulations and instructions related to the safety of transport as well as comply with the instructions of the personnel on board the aircraft, respect the ban on smoking on board the aircraft, not to act aggressively or vulgar towards the passengers, etc. In the case of failure to fulfill the obligations stated in the previous sentence, any liability of TA for the non-attendance of the traveler or for the impossibility to properly use the ordered services is excluded.
 - l) Be solely responsible for compliance with passport, customs, foreign exchange, transit, health, transport and other regulations of the Slovak Republic as well as regulations, laws and customs of the country to which they travel, resp. through which it passes.

IV. Rights and obligations of TA

1. The basic duties of TA include, in particular:
 - (a) provide the passenger with the name, place of residence or contact address and telephone number of the representative (Article III.1 (f)).
 - (b) an obligation to have a contract at all times during the sale of the tours providing protection against bankruptcy.
 - (c) an obligation to provide the passenger, in good time before the start of the voyage, with confirmations, vouchers, tickets, tickets, information on scheduled departure or check-in times as well as scheduled times of stops, transport connections and arrival at the destination (s) "Directions for the trip") by sending them to the address of the passenger stated in the trip agreement or in another way agreed with the TA. Tour instructions are delivered to only one passenger from the tour, who is obliged to inform all other passengers from the concluded tour, unless otherwise agreed in writing.
2. TA reserves the right not to provide the passenger with a tour or if the traveler fails to pay the price for the agreed services duly and on time within the period specified in the travel contract, in accordance with the terms and conditions of these General Terms and

Conditions or, if applicable, within an additional reasonable period of time provided by TA. TA is not obliged to call on the traveler to pay the agreed price for tourism services or to give the traveler an additional time limit for the travel price if the traveler has purchased a tour in the Last Minute event, the price of which is usually due immediately unless otherwise stated in the tour.

3. TA is not responsible for the level of services that the passenger orders from third parties. The amount of damages as well as all other claims related to air transport, which is part of the provided services (loss, damage, late delivery of baggage, delayed aircraft, change of flight date, etc.) are governed by the relevant regulations applicable to air transport.

V. Change in agreed services

1. Before the start of the services (trip):
 - a) The contracting parties have agreed that the TA is entitled to change the terms of the package agreement before the start of the trip if the change is negligible and the TA will inform the passenger of the change in a clear, understandable and certain way on a durable carrier.
 - b) If the TA is forced to substantially change any of the basic features of tourism services referred to in § 14 par. 2, par. a) of the Act, or cannot meet the special requirements under § 16 par. 4 písm. a) of the Act or proposes to increase the price of the trip by more than eight percent, it will propose to the passenger an amendment of the trip contract. In such a case, the TA shall immediately inform the passenger in a clear, understandable and certain way on a durable carrier of:
 - (i) the proposed changes and their impact on the price of the trip;
 - (ii) it is the passenger's proposed changes to accept or withdraw from the trip within a reasonable period of time without payment of the severance grant;
 - (iii) the fact that if the passenger does not accept the proposed changes to the trip within the period referred to in point (ii), the trip shall lapse; and
 - (iiii) the price of the substitute trip, if such a substitute trip is offered to the passenger.If the passenger withdraws from the trip and does not accept the offer of a substitute trip, TA is obliged to return to the passenger all payments made by or on behalf of the passenger without delay, no later than 14 days from the date of receipt of the notice of withdrawal.
2. While drawing on the services:
 - a) TA is authorized to make operational changes to the package and services provided if, for objective reasons, force majeure, decisions by state and other competent authorities or extraordinary circumstances that TA cannot influence and predict, the original package and services cannot be provided, in which case TA is obliged to:
 - to ensure that the replacement program and services are comparable in scope and quality to the nature of the original services as far as possible and that, in the case of providing services at least at the same level, all other passenger claims are excluded; or
 - refund the price paid to the passenger for not provided, resp. or
 - provide the passenger with a discount on the price paid for services which were not provided in full or for which no substitute performance was provided; orProvide assistance to the passenger without delay; or
 - Ensure other rights under the law.
 - b) In the event of overbooking of the accommodation facility, TA is obliged to provide the passenger with alternative accommodation of at least the same or higher category and in a similar area, resp. resort. Alternative accommodation may also be provided for part of the

stay.

c) TA is not responsible for the consequences of a changed or unavailable service or program, caused by a traveler, by a third person who is not a tour operator or event that could not be avoided even with every effort or as a result of unusual and unpredictable circumstances (eg due to delays in the vehicle caused by technical malfunctions, weather, traffic situation, carrier's decision, strike and similar circumstances not influenced by TA).

(d) The passenger acknowledges that in the case of services which include accommodation, the first and last day is primarily intended for transport and transfer, and therefore affects accommodation and catering services to a different extent on the first and last day of service.

e) TA has the right to reimburse the price for services provided in addition to the services agreed in the contract with the traveler, which were provided on request or with the consent of the traveler during the tour.

VI. Withdrawal from the Trip Agreement and severance pay

1. The passenger shall have the right to withdraw from the travel contract at any time prior to the start of the tour, in which case the parties shall agree to a severance allowance, the amount of which shall reflect estimated revenue from the surrogate sale of tourism services. Severance payment (the amounts shown are for 1 person regardless of age):
 - (a) actual costs incurred, but not less than EUR 33, if the passenger withdraws from the travel contract within 36 days or more before the start of the tour;
 - b) actual costs incurred, however, at least 30% of the price of the trip, if the passenger withdraws from the trip within 35 - 21 days before the start of the trip;
 - c) the actual costs incurred, but at least 50% of the price of the trip, if the passenger withdraws from the trip within 20-14 days before the start of the trip;
 - d) the actual costs incurred, but at least 80% of the price of the trip, if the passenger withdraws from the trip within 13 - 6 days before the start of the trip;
 - e) at the rate of 100% of the trip price if the passenger withdraws from the trip within 5 days or less before the start of the trip.
2. In the event that one of several passengers in a single travel contract cancels their participation in the tour (eg cancellation of the participation of one person in a double room) and the contracting parties do not agree otherwise, this passenger is obliged per single room, similarly for occupancy accommodation, which is calculated for a higher number of persons or a fixed number of persons. To determine the number of days in calculating severance pay, the day on which the contract was properly withdrawn shall also be included. The number of days does not include the day of arrival, respectively. start of services.
3. In the event that a passenger does not embark on a trip or does not start to use the services provided for any reason, or at his own discretion, does not exhaust all or part of the services, he is not entitled to a refund of the trip for unused services.
4. If a passenger requests a change of term or accommodation under the original contract for new conditions, if such a change is able to ensure the TA, the procedure shall be as for withdrawal, subject to the severance conditions under this Article, unless otherwise agreed.
5. The TA reserves the right to deduct the severance pay or its claim for damages from the deposit paid or from the paid tour price.
6. The TA may withdraw from the contract before the start of the tour without the obligation to compensate the passenger for the damage caused by the withdrawal, only if
 - (a) the number of participants is less than the minimum number of participants required

under the tour contract and the travel agency withdraws from the tour contract within the period specified in the tour contract, but not later than

- 20 days before the start of the trip, if the journey lasts longer than 6 days,
- 7 days before the start of the trip, if the journey lasts from 2 days to 6 days,
- 48 hours prior to the start of the trip for journeys of less than 2 days.

The minimum number of participants in an air trip is 120 participants / aircraft, unless otherwise specified in writing.

or
b) irreversible and extraordinary circumstances prevent the TA from fulfilling the trip contract and the TA will notify the passenger of the withdrawal from the trip immediately before the start of the trip.

7. In the case of a contract concluded outside the point of sale, the passenger is entitled to withdraw from the travel contract without stating the reason and without obligation to pay severance pay within 14 days from the date of conclusion of the travel contract. The traveler's entitlement under the first sentence shall not apply to tours whose price is reduced due to their provision shortly after the conclusion of the travel contract and the exclusion of the passenger's right to withdraw from the travel contract under the first sentence. For tours whose price is reduced due to their provision within a short time after the conclusion of the travel contract (the so-called last minute), the passenger's right to withdraw from the travel contract pursuant to this paragraph is excluded.

VII. Complaint procedure, responsibility for providing a trip

1. The TA shall be liable for a breach of the holiday contract, even if other tour operators have their obligations under the tour (hereinafter referred to as the 'holiday contract breach').
2. If any of the tourism services is not provided in accordance with a trip contract, a law or a special regulation, or if it does not possess the features that the passenger reasonably expected with regard to the offer and custom, the passenger is obliged to notify the TA .
3. The TA is obliged to remedy the travel service within a reasonable period determined by the passengers by bringing the tourism service into conformity with the trip contract, this law or a special regulation or the reasonable expectation of the passenger if this is possible or unreasonable the extent of the breach of the tour contract and the value of the tourism services concerned.
4. The time-limit referred to in paragraph 3 of this Article shall not be required if the travel agent informs the passenger that he / she will not remedy the situation or if the remedy does not delay due to the particular interest of the passenger.
5. If the TA fails to remedy pursuant to paragraph 3 of this Article, it shall offer alternative travel services to the passenger even if the return of the passenger to the place of departure is not ensured under the travel contract, provided that such alternative travel services must be:
 - (a) of the same or better quality as specified in the package, at no additional cost to the passenger;
 - or
 - (b) of a lower quality than that specified in the tour contract, offering a reasonable discount on the price of these tourism services.
6. A traveler may refuse alternative travel services offered by a travel agency pursuant to paragraph 5 of this Article if the alternative travel services are not comparable to the travel services specified in the tour contract or the discount offered on the price of the tour for inferior quality travel services . If a traveler refuses to provide alternative travel services in accordance with the first sentence or is unable to accept such alternative travel services for objective reasons, the passenger shall continue to use the travel services that are the subject

- of the notification under paragraph 2 of this Article. tour prices for tourism services that have been notified under paragraph 2 of this Article.
7. If the TA fails to remedy pursuant to paragraph 3 of this Article or provides the passenger with alternative tourism services pursuant to paragraph 5 of this Article, the passenger shall have the right
a) rectify itself and demand from CK reimbursement of reasonably incurred costs,
(b) withdraw from the tour without paying the severance pay and demand a reasonable discount on the tour price for tourism services which have not been provided in a due and timely manner for a material breach of the tour contract.
 8. The TA is obliged in cooperation with the passenger to make a written record and hand over to the passenger a copy of this written record if
(a) fails to remedy in accordance with paragraph 3 and paragraph 5 (a); (a) all of this Article,
(b) provide the traveler with alternative tourism services pursuant to paragraph 5 (b); (b) this Article;
(c) in accordance with the first sentence of paragraph 6, the traveler refuses or cannot accept alternative tourism services for objective reasons;
(d) travelers pursuant to paragraph 7 (a); (a) of this Article shall rectify itself.
 9. The passenger has the right to lodge a complaint within two years from the end of the tour or, if the tour did not take place, from the day when the tour should have ended according to the tour contract. If possible, the passenger shall attach a written record pursuant to paragraph 8 of this Article when making a complaint.
 10. The passenger shall be entitled to an appropriate discount under paragraph 5 (a). (b), paragraph 6 or paragraph 7, all of this Article. If the TA fails to prove that the travel contract violation was caused by the passenger, it is obliged to return the part of the price according to the first sentence to the passenger within 30 days from the date of claim, taking into account the seriousness and duration of the violation. travel contracts; this does not affect the passenger's right to claim damages.
 11. If the package also includes the transport of a passenger, TA in cases according to paragraph 6 and paragraph 7 letter a). (b) all of this Article shall ensure repatriation by comparable transport, without delay and at no additional cost to the passenger.
 12. If due to irreversible and extraordinary circumstances it is not possible to ensure the return of the passenger according to the travel contract, TA will cover the costs of accommodation, if possible of the same category and class, for a maximum of three nights per passenger. Where longer time limits are laid down in the specific provisions on passenger rights applicable to the means of transport concerned for the return of a passenger, those longer periods shall apply.
 13. The reduction in the cost of accommodation under paragraph 12 of this Article shall not apply to persons with reduced mobility and persons accompanying them, pregnant women, unaccompanied minors or persons in need of special medical care, provided that the TA has been informed of at least 48 hours before the trip.
 14. A TA may not invoke the irreversible and extraordinary circumstances in order to limit the liability to cover the costs of accommodation under paragraph 12 of this Article, unless such circumstances can be invoked by the transport provider concerned.
 15. The passenger shall be entitled to deliver the notification, application, complaint or complaint (hereinafter referred to as "the complaint") concerning the provision of the tour directly to the travel agency through which the tour was purchased. The travel agency is obliged to forward the delivered complaint to the TA without delay. The day of delivery of the complaint to the travel agency is considered to be the day of the TA delivery.
 16. The TA is obliged to provide adequate assistance to a passenger in difficulty without delay, even in the circumstances specified in § 22 par. 12 of the Act, in particular by granting

a) appropriate information on health care services, local authorities and the embassy of the Slovak Republic,

(b) assisting passengers to communicate remotely and to find alternative solutions to the problem.

If a passenger finds himself in difficulty as a result of his intentional actions or negligence, TA is entitled to charge the passenger for the assistance provided. The amount of reimbursement must not exceed the amount of real costs incurred by TA by providing assistance to the passenger.

17. When dealing with claims under this Article, but also Art. VIII, the passenger is obliged to provide the TA with maximum cooperation in order to eliminate the deficiencies as effectively as possible and prevent or reduce the scope of any claims or damages.
18. Information about complaint procedures:
 - a) The passenger is entitled to make a complaint at the registered office and at any branch (operation) of TA.
 - b) The complaint shall be filed in person with the issue of a confirmation of the claim, by means of long-distance communication or by post. The Client is entitled to be advised of his / her rights under the generally binding legal regulations, including the terms and conditions of the complaint.
 - c) The persons authorized to receive complaints are TA employees.
 - d) The TA ensures the continuous presence of an authorized person authorized to receive and process suggestions at the place of the tour throughout the tour.
 - e) A written document will be issued to the passenger regarding the handling of the complaint.
 - f) Complaints shall be settled in accordance with the relevant legislation and the concluded contract on the trip.
 - g) TA keeps a record of complaints, which contains data on the date of claim, date and method of handling the claim and the serial number of the claim document.

VIII. Liquidated damages

1. The passenger has the right to a reasonable discount in addition to the right pursuant to Art. VII par. 5 b), par. 6 or par. 7 as well as the right to adequate compensation for property damage as well as the right to reasonable non-material damage suffered as a result of a material breach of the trip contract for which TA is responsible; TA shall provide compensation to the passenger without delay.
2. A TA may be released only if it proves that the breach of the trip was due to: (a) the traveler; or (c) by unavoidable and extraordinary circumstances.
3. If an international treaty by which the European Union is bound limits the scope of compensation or the conditions under which it is to be paid by the tour operator, the same restrictions shall apply to TA. If an international treaty to which the European Union is not bound limits the compensation to be paid by the service provider, the same restrictions apply to TA.
4. The Parties agree that the amount of compensation under this Article may not exceed three times the total price of the tour. The agreement referred to in the previous sentence shall not apply to injury, intentionally caused damage or damage caused by negligence.
5. The right to compensation under this Article, or to an appropriate discount under Art. VII, does not affect the rights of passengers under special regulations. Compensation for damage or reasonable discount under the law shall be deducted from compensation for

damage or price reduction under special regulations. Performance of TA will be reduced by performance according to special regulations.

IX. Bankruptcy protection

1. In accordance with the law, the TA is obliged to provide protection in the event of bankruptcy to the extent and according to the conditions of the law so that the claims of passengers are met in the event of bankruptcy. The claims of the traveler that have been incurred by the travel agent as a result of the bankruptcy are transferred to the insolvency protection provider.
2. A traveler who has paid the TA for the tour services included in the package trip has the right to immediate performance resulting from the bankruptcy protection if the TA due to its bankruptcy:
 - fails to ensure repatriation if part of the tour;
 - fails to return to the passenger the deposit paid or the price paid for the trip if the trip did not take place;
 - does not return the difference between the price paid by the TA and the price of the partially provided trip if the trip was only partially provided.
3. TA concluded a bankruptcy protection agreement with UNIQA insurer as, with its registered office at Krasovského 15, 851 01 Bratislava, registered in the Commercial Register of the District Court Bratislava I, section Sa, file no. 843 / B, ID No .: 00 653 501.
4. The TA provides the traveler with a document containing information about the protection in case of TA failure.

X. Privacy

1. Passenger's personal data are processed by TA in accordance with the General Data Protection Regulation (GDPR) and the current Data Protection Act. The traveler provides the travel agent with personal data in order to conclude and fulfill the travel contract with the travel agent. In order to process personal data provided in connection with the fulfillment of the trip contract, TA is not obliged to require special consent. If the required personal data are not provided, it is not possible to ensure that the contractual obligations arising from the travel contract are fulfilled. TA processes the passenger's personal data to the extent that it was provided and recorded in the trip contract. The passenger is obliged to provide his / her personal data correctly and truthfully and without undue delay to inform TA about their change. Personal data will be processed and archived by TA in accordance with special regulations for the necessary time.
2. TA provides the passenger's personal data, in particular to the airline, the accommodation facility, cooperating third parties (other service providers) and other entities to whom TA is legally required to provide personal data. The TA proceeds in the handling of the passenger's personal data in accordance with the provisions of the Regulation and the applicable Personal Data Protection Act. Personal data will be provided to a third country depending on where the passenger purchased the trip. The transfer of personal data to a third country will be carried out according to the Data Protection Regulation and the applicable Data Protection Act. In the event that the TA will handle the visa requirement for the passenger, the passenger is obliged to provide a copy of the travel document for this purpose. The traveler whose personal data are

processed has the right to require TA to access personal data concerning him as well as the right to rectify, delete or restrict the processing of such data. At the same time, the passenger has the right to object to the processing of personal data concerning him and the right to transfer the data. The TA's detailed information duty in relation to the protection of passengers' personal data is fulfilled by the TA through the website www.tatry-travelia.sk in the section "Privacy".

3. After the tour, respectively. of the provided service provided by the travel agency can be sent by e-mail a questionnaire, which serves exclusively to verify the quality of provided services.

XI. Final provisions

1. The Slovak Trade Inspection is a supervisory body that checks compliance with TA obligations under generally binding legal regulations. Disputes that may arise from a trip contract between the parties may be resolved alternatively through ADR entities (Slovak Trade Inspection and other entities registered in the list of ADR entities maintained by the Ministry of Economy of the Slovak Republic). Passengers can also assert their rights and claims through the European Online Dispute Resolution Platform, available online at <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=EN>
2. The validity of these General Terms and Conditions shall apply to tours and services provided by TA, unless the TA agrees in advance with another passenger in a different scope of mutual rights and obligations.
3. By signing the tour contract, the passenger confirms that before concluding the tour contract, he has read and understood the contents of the tour as well as all its components. At the same time, it confirms that it has read and agrees with the contents of these General Terms and Conditions and accepts the terms contained therein.
4. These General Terms and Conditions of TA come into effect on January 1, 2019 and regulate the contractual relations that will arise between the passenger and TA on the basis of the Travel Contract concluded from January 1, 2019.