

## **PRIVATE TOURS | Terms and conditions**

### **INTRODUCTION**

RealPoland Spółka z ograniczoną odpowiedzialnością, hereinafter referred to as RealPoland, is an incoming tour operator with its seat in Góraszka, ul. Krótka 22, 05-462 Wiązowna. RealPoland is registered in the Register of Tourism Organizers and Intermediaries for Mazowieckie Voivodeship, no 1801.

RealPoland holds an obligatory tour operator insurance issued by Signal Iduna.

By making payment to RealPoland you confirm accepting these Terms and Conditions.

### **TOUR DEFINITION**

Private, customized tours -tours that last more than 3 days and include at least 5 different services.

### **PRICE FOR THE TOUR**

The prices are given in the e-mail offer, on confirmation voucher and the receipts sent to the Client. Airfares, passport and visa fees, travel insurance, excess luggage charges, airport taxes, extra meals, tips, laundry, drinks, medical expenses, optional activities or anything that is not listed in this Contract as included and any items of a personal nature are not included in your trip price.

### **PAYMENT POLICY**

To confirm the booking, a 20% prepayment of the price is required.

The remaining balance is paid 21 days prior to the start date.

### **CANCELLATION POLICY**

21 days or more before the tour departure, as long as it is possible to cancel hotel bookings or any other kind of services free of charge, RealPoland takes a 10% transaction fee and the rest of the prepayment is refunded. Should any kind of bookings be non-refundable, the refunded prepayment shall be adjusted accordingly.

21-15 days before the tour departure, the cancellation penalty is 40% of the total price of the tour.

14-8 days before the tour departure, the cancellation penalty is 75% of the total price of the tour.

7 days before the tour departure or later, the cancellation penalty is 100% of the total price of the tour.

No money is refunded if you resign from the tour while it has started or you do not arrive at all to Poland.

### **PAYMENT METHODS**

We accept the following payments methods:

- A. Credit Card payment. We accept payments with following cards: Visa, Visa Electron, Mastercard, MasterCard Electronic, Maestro, American Express. No commission charges apply.
- B. Bank transfer. Please note that the Client covers all additional bank fees.

### **TOUR INCLUSIONS & EXCLUSIONS**

The complete list of tour inclusions & exclusions is always presented in your travel documents: tour proposal, tour voucher and tour contract.

### **EXCLUSION OF LIABILITY**

Where RealPoland provides services it will do so with due care and skill. RealPoland is not responsible for the acts and omissions of others, including airlines and accommodation providers or for any loss, damage, death, injury and expense which you may incur as a consequence of the acts and omissions of others.

RealPoland excludes in advance responsibility for delays, changes in schedule, losses, injuries caused by acts of God, or of governments, local laws, climatic conditions, fires, wars, whether declared or not, riots, theft, terrorist activities, social and labor unrest, theft, mechanical or construction failures and difficulties, diseases, epidemics, quarantine, medical or customs regulation or danger, incidents to sea, land and air travel, and other similar acts, incidents, omissions, and conditions beyond our ability to control ("Force Majeure").

Cancellation of Tour or any services caused by the Customer's inability to arrive in Poland as a consequence of external circumstances (e.g. volcano eruptions, floods, flight cancellation) does not release the Customer from paying the cancellation fee. However in the case when Customer cannot arrive because of Force Majeure (e.g. volcano eruption, floods) or flight cancellation and the Customer's liability does not cover local cancellation fees – we promise to minimize the cancellation costs imposed on you.

RealPoland will not accept any responsibility or liability if you contravene any law or regulation of any country or region visited. Any independent arrangements that you make that are not part of the RealPoland trip are entirely at your own risk.

### **CHANGES TO YOUR VACATION**

1. Changes made by the Client after the tour has been booked but before the tour starts.

If the Client requests changes to the tour itinerary that has already been booked and prepaid, the Tour Consultant will inform whether they are possible to be made. Please note that additional costs may apply, which should be paid together with the remaining balance.

If the changes include canceling any of the services being a part of the customized tour package, it might be impossible to lower the remaining balance. Your Tour Consultant will inform you about the non-refundable changes.

2. Changes made by the Client once the tour has started.

In the case of a customized tour package, it might be possible to change the tour program once it has started. The Client should contact RealPoland office as soon as possible in order to inform about their requests. We treat every tour individually and do our best to fulfill our Clients' needs. However, we cannot guarantee that the requested changes will be possible to be made. Please note that additional charges may apply.

3. Changes made by RealPoland.

You acknowledge that traveling with RealPoland requires a degree of flexibility, good humor and understanding that the itinerary, accommodation, and/or modes of transport may change, even

after the tour's commencement, without prior notice due to local circumstances. Changes may occur due to force majeure, poor road conditions, weather, availability of tickets, vehicle breakdown, or other forces beyond RealPoland's control or which cannot be reasonably foreseen.

## **COMPLAINTS**

All formal complaints must be submitted in writing within 14 days after the end of the tour. It is possible to send them via e-mail (to: [info@realpoland.eu](mailto:info@realpoland.eu)), fax (Polish fax number: 0048 22 780 02 38) or post (RealPoland Sp. z o.o. Góraszka, ul. Krótka 22, 05-462 Wiązowna, Poland). The complaint should include a description of services the Client was not satisfied with.

RealPoland will refund the difference between the contracted services and the replacement services, on the condition that the Client does not receive replacement services of the same or higher value. We recommend contacting us also during the tour, then we will be able to address the problem immediately