

General Conditions of Participation in One-Day Trips

I GENERAL PROVISIONS

- 1) systemyrezewacyjne.pl declares that it is the Organizer of One-Day Trips, hereinafter referred to as Trips within the meaning of the Tourist Services Act of August 29, 2017. as amended.
- 2) systemyrezewacyjne.pl declares that, as a Tour Organizer, it has efficient and insured transport, as well as qualified drivers, pilots, guides, and third party liability insurance (Civil Liability).
- 3) As part of the price of One-Day Trips, systemyrezewacyjne.pl guarantees: transport by minibus, bus or technically efficient passenger car (off-road), pilot care in Polish and other services in accordance with the contract and the description of the offer. The tour price does not include entry tickets to the visited facilities.
- 4) Tour participants should have an identity document entitling them to cross the border (valid passport or ID card), this also applies to children, and in the case of children up to 12 years of age, a legal guardian or two guardians in the case of crossing the state border.
- 5) In exceptional situations, e.g. separation from the group during the Trip, the Trip Participant should contact the Organizer. The telephone numbers are available on the Reservation Agreement and on the Organizer's website. A resident is available to assist you in solving such a problem and provide helpful tips.
- 6) The Trip Participant is financially liable to systemyrezewacyjne.pl for damage caused by his fault during the organized One-Day Trip.
- 7) The tour guide set (transmitters and receivers) is the property of the Organizer systemyrezewacyjne.pl. The Tour Participant is obliged to use the receiver in accordance with its intended purpose and return it in intact condition. The responsibility for the receiver rests with the Customer. The value of one receiver is PLN 250. In the event of loss, destruction or damage to the received receiver by the Customer, the Customer shall be financially responsible. If the Customer finds damage to the device or its improper operation, the Tour Participant is obliged to inform the Organizer's service office, e.g. the pilot or guide, about this fact.
- 8) The Tour Participant is obliged to comply with the time requirements provided by the pilot/guide during the Tour.
- 9) The guide/pilot is obliged to wait a maximum of 15 minutes for Participants who do not arrive at the designated meeting point. After the designated time, the guide/pilot and the rest of the group carry out the further program of the Trip, while those who did not show up should reach the vehicle's parking place on their own before the planned departure.

II CONCLUSION OF A CONTRACT

- 1) The conclusion of the contract for the Application for participation in a One-Day Trip organized by systemyrezewacyjne.pl takes place when the Customer (Applicant) becomes familiar with the General Conditions of Participation in One-Day Trips.
- 2) The participant of the One-Day Trip is the applicant and other persons registered by the applicant.
- 3) Personal data contained in the Notification are protected by systemyrezewacyjne.pl and, in accordance with the law, the office undertakes to use this data only in matters related to the provision of the service.

III INSURANCE CONDITIONS

- 1) systemyrezewacyjne.pl will include KL and personal accident insurance for all One-Day Trip Participants, only if the Participant purchases such insurance. By default, the Organizer assumes that the Participant has insurance: KL - medical costs, accident insurance - accidents, and the Organizer has third party liability insurance - civil liability.
- 2) The price of the One-Day Trip does not include insurance against the costs of canceling the One-Day Trip in the event of illness or an accidental event.
- 3) By concluding the contract, the Participant declares that his health condition allows him to participate in the One-Day Trip. The insurance does not cover chronic diseases. The insurance does not cover areas beyond trails and asphalt roads, i.e. the so-called OFF ROAD, in which Participants declare that they take part at their own risk.
- 4) It is possible to purchase additional travel insurance.
- 5) The insured person consents to the provision of medical documentation by entities providing health services and by the Health Fund to the names and addresses of healthcare providers (and releases doctors in Poland and abroad from medical confidentiality) in order to determine the right to benefits under the concluded insurance contract and the amount of this benefit. The consent is valid provided that the insured event occurs. The insurer processes personal data in accordance with the Act of August 29, 1997 on the protection of personal data for the purpose of implementing the insurance contract. The person has the right to access his or her data and correct it.

IV CHANGES IN THE IMPLEMENTATION OF THE SERVICES

- 1) systemyrezewacyjne.pl reserves the right to cancel a One-Day Trip for reasons beyond its control (decision of state authorities, force majeure, riots, strikes, etc.). The participant receives a refund of the full payment in cash, to a card or by transfer, depending on the form of payment when purchasing a One-Day Trip.
- 2) In the absence of the required minimum number of participants in group contracts, over 10 people, systemyrezewacyjne.pl reserves the right to cancel the One-Day Trip and guarantees the Participant a refund of the payments made in cash, to a card or by transfer, depending on the form of payment when purchasing the Trip.
- 3) systemyrezewacyjne.pl is obliged to inform the Participants about any changes to the Agreement, in particular: the date, program of the Trip, departure and return times, immediately after these changes occur. In the event of the Participant's resignation, the amount paid will be refunded in cash, to a card or by transfer, depending on the form of payment when purchasing the Trip.
- 4) In the event of force majeure preventing the continuation of the Trip or an event threatening the health or life of the Trip participants, the Organizer reserves the right to correct the Trip route by proposing another option or to cancel the Trip.

V COMPLAINTS AND CANCELLATIONS FROM ONE-DAY TRIPS

- 1) Complaints regarding participation in the Trip are accepted by the pilot/guide/resident during the Trip. If the complaint is not accepted, the Participant has the right to report it to the Organizer in writing within 14 days from the end of the Trip. After this period, the customer may submit a claim if, through no fault of his own, he was unable to meet this deadline. The complaint will be considered within 30 days from the date of delivery of the complaint.
- 2) The Participant may resign from the Trip on his/her own initiative by submitting a written declaration. If, when withdrawing from the contract, the Client designates another person who meets the conditions for participation in a given Trip, to whom he will transfer the rights and who will assume the obligations arising from this contract, but no later than 1 day before the start of the Trip, the office will not demand any amounts for withdrawal from the contract.

3) Cancellation costs are charged if the participant resigns from the Trip for reasons not attributable to systemyrezewacyjne.pl, including: lack of documents entitling to cross the border, failure to meet the payment deadlines specified in the Agreement, failure to arrive at the meeting point, illness and other random cases, preventing crossing the border by border services, etc.

4) Failure by the participant to use all the benefits covered by the program for reasons attributable to him or her does not constitute a basis for reducing the payment for the Trip or demanding an equivalent for the unused benefits.

5) If, due to Systemywykacyjne.pl's fault, the services provided under the contract are not provided or their quality differs from the content of the concluded contract, systemyrezewacyjne.pl assumes financial responsibility and undertakes to refund part or all of the fees paid for the Service.

6) Shortcomings attributable to legal and natural persons who are not in a legal relationship with systemyrezewacyjne.pl or resulting from circumstances for which Systemymistrzacyjne.pl is not responsible are not considered to be a defect of the service.

VI TERMS OF PAYMENT

1) The Participant is obliged to pay the entire fee for the Trip no later than 1 day before its start date by 2:00 p.m. (does not apply to online bookings), unless the parties have agreed on another payment, e.g. in cash upon delivery on the day of the Trip.

2) Failure to make the full payment referred to in point 1. constitutes a resignation from the Trip for reasons not attributable to systemyrezewacyjne.pl.

VII. FINAL PROVISIONS.

1) In matters not covered by the above Terms and Conditions, the relevant provisions of the Civil Code and the Tourist Services Act of August 29, 1997, as amended, and other provisions on consumer protection shall apply.

2) Any disputes arising from the implementation of the Agreement will first be resolved amicably, and in the event of disagreement, the parties will submit the resolution to the court of competent jurisdiction.

President of the Management Board of systemyrezewacyjne.pl
Dariusz Cieśla