

1. Beginning - General provisions

1. These Terms & Conditions include rules on which Grupa Rekreacyjna FiC bases conducting economic activity and undertakings in the scope described at website www.funincracow.com Particularly T&C regulates the conclusion of the contract between Grupa Rekreacyjna FiC and its clients, liability and performance of the contract
2. The provisions set forth herein are applicable in every Contract, concerning services offered on present website concluded between Grupa Rekreacyjna FiC and its clients. They became a part of every contract between Grupa Rekreacyjna FiC and its Clients, unless specific article of that contract regulates any issue in different way or explicitly exclude use of these Terms & Conditions.
3. Descriptions of the booked Services, set out on www.funincracow.com become binding part of a Contract, only if the Contract, doesn't stipulate different provisions.
4. Actions of both parties, shall be based on the principal of mutual trust. Any dispute which may arise out of or In connection with this terms and conditions or Contract, shall by primarily settle by compromise . If the settlement appears to be impossible, the exclusive jurisdiction to settle any dispute which May arise out of or in connection with the Contract, will be reserved to the proper Court in the place where Grupa Rekreacyjna FiC has its registered office.
5. FiC is a touroperator, which provides Travel Protection Insurance.
6. Services, at website www.funincracow.com defined as advertised, aren't the part of the Catalogue, and cannot be the subject of the Contract. Therefore FiC won't be liable for proper performance of those services.
7. Every settlings and payments between FiC and the group, shall be made in non cash form. If abovementined form will not be available, cash payment is also permitted. Payments preformed by credit card or e-transfer, are carried out by Dotpay center. Non cash payment also can be made by direct transfer on FiC bank account.
8. The provisions of the Civil Code and other statutes, shall be applicable in issues not governed by the Contract and Terms & Conditions.

§2 . Defintions

- FiC- means enterprise, „ Grupa Rekreacyjna FiC Jakub Misztal „, registered in Evidency of Economic Activities, administrated by the President of Starachowice City at no11948/2006, and having its registered head office at st. Mjr. Ryszarda Nuszkiewicza 12/61 in Krakow 31-423 and office at Szczepański 3 Square 3rd floor. FiC is a touroperator, registered in Register of Touroperators and Travel Agents, administrated by Marshall of Świętokrzyskie Province with a register no 62/2006 FiC means also employees of the company.

- Leader – one of the Clients, who concludes the Contract with FiC as a party and undertakes other legal or factual actions, on behalf of all Clients. Leader is obliged to inform all members of the Group about the essence of the Contract, Terms & Conditions and every other information announced to him by FiC or suppliers. Especially, He shall inform all Clients about specific features and requirements related to particular Activities. In default of contrary provision, Leader makes the statements provided by Contract or Terms & Conditions in the name of and on behalf of all Clients. In the case when the party that orders the Event is a legal person the Contract shall be concluded by a person authorized to act on its behalf. In the event, set forth in previous sentence, a person appointed by the Group became a Leader, although his powers shall be limited to administration and report duties.

- **Client**- every member of the Group using the services included in the Contract.

- **Contract** – agreement concluded between FiC and the Leader. The main subject of the Contract is The Event. Contract contains of Offer and Acceptation. Essential articles of the Contract are contained in Offer and Terms & Conditions. Acceptation e-mail, sent by Leader is treated as statement, and has the same effect as signature if the Contract was concluded in writing.

- **Supplier** – legal or natural person, acting on FiC`s order and providing the Services included in Contract for the Clients,

- **Event** –the whole Services provided for the Clients by FiC and Suppliers, included in Contract.

- **Service** – tourism service, provided by FiC or Suppliers, on behalf of the Clients, including transportation and hotel services, unless Contract stipulates contrary. Full description of the Services are contained in Catalogue, available on website www.funincracow.com
- **Group** – all Clients, reported by Leader in the Booking form and in Acceptation, who are the beneficiaries of the Services .
- **Last minute booking** – Contract concluded with the Leader, who makes the booking 7 days or less, before the date of commencement of the Event.
- **Booking form** – electronic sheet , which should be used by Leader to make initial booking of the Event
- **Acceptation e-mail** – a part of the Contract, in the form of e-mail sent by Leader. Sending the Acceptation email, the Leader thereby enters into a Contract. It has the same effect as signature if the Contract was concluded in writing.
- **Catalogue** – description of all Services, offered by FiC, presented on website www.FiC.pl

§3 Conclusion of the contract, payment and price

1. Reservation of the Event is made by the Leader, by filling Booking form on FiC`s website. Leader should announce therein, inter alia:
 - number of Clients in the Group
 - chosen Services, which will be the part of the Event
 - preferred date of the Event
 - Leader`s personal data
 - other information required by the Booking form
 Correctly filled and sent Booking form, is the necessary condition for preparing an Offer for the Group.
2. FiC analyzes the Booking sent by Leader, and prepares the Offer, which shall contain inter alia: schedule of the Event, whole price of the Event, calculation of pre-payment and proposed Contract arrangements, relevant to Leader`s booking. In case when FiC is unable to perform some or whole Services, booked by the Leader, FiC would inform the Leader as soon as possible, and offer him alternative Services or different date for the Event.
3. If the Offer meets all Client`s expectations, Leader of the Group shall sent Acceptation e-mail, at info@funincracow.com as soon as possible, though no later than within 5 after the day of receiving the Offer. Conclusion of the Contract is made, at the moment

of receiving Acceptation e-mail by FiC. If Leader fails to sent Acceptation e-mail in aforementioned term, the booking is considered as cancelled. In event the Leader`s Acceptation email contains any alterations of the Offer, the Contract is concluded when, Leader accepts the final negotiated Offer.

4. Since the moment of commencement of the Event, Leader has the right to ask FiC for written version of the Contract. In such a case, the signed counterparts should be exchanged between FiC and the Leader.
5. Deposit (in the amount calculated in the Offer) Leader should paid no later than on 14th day before the date of commencement of the Event, unless specified otherwise. In the absence of the evidence, that deposit has been made, in abovementioned term, the Contract is considered as cancelled.
6. In the event of Last – minute bookings, the full payment shall be made instantly after sending Acceptation e-mail.
7. The availability of booked Services, are not guaranteed, until FiC receives the pre-payment, or the evidence that the pre-payment has been made. Hence, it is recommended to make a pre-payment, immediately after sending Acceptation of the Offer. Deposit can be made via credit card or e-transfer by Dotpay system. The remaining part of the price, ought to be handed personally in cash to FiC`s employee, or via credit card or e-transfer by Dotpay system no later than at the moment of the Event`s commencement or by bank account transfer, no later than after 7th day before the commencement of the Event.
8. As long as the pre-payment isn`t submitted, both parties reserve the right to withdraw from the Contract, without obligation to pay any damages. By paying a pre-payment, the Clients simultaneously express their agreement for the commencement of providing the Services, as defined in art. 10 sect. 3 point 3 of the Act no 126 pos. 1068 from 5.07.2002. Pre – payment is consumed by the obligatory fees, required by the Suppliers. Therefore, it won`t be refunded in any scope, in the case when Leader withdraws from a Contract or when any Client decides not to participate in the Event. In the event when FiC withdraws from a Contract, the pre-payment is refunded to the Leader.
9. The price of the Event, includes solely the elements expressly pointed out in the Offer. In particular, it does not include food and beverages.

10. Suppliers are entitled ask each Client or whole Group to pay a deposit, in the amount, set by the Supplier, in case of damages caused by Clients. Deposit is refunded if there are no justifiable reason to retain it.
11. The price, agreed in the Contract, can be raised, only in the presence of circumstances, beyond FiC`s control, in particular in the following circumstances:
 - a) If the prices of the transport rise
 - b) If the taxes, fees, or any other similar thereto, beyond FiC`s control, rise
 - c) In the event of change of rate of exchange
12. Price, as set in the Contract, cannot be risen, 20 days before the beginning of the Event.
13. Hardcopy of the pre-payment confirmation, together with the hardcopy of the Offer, are treated as Voucher, which should be held by Leader at the beginning of the Event. Leader is obliged to display the voucher, at every request of FiC`s employee.

§4 Obligations of the parties, liability and alterations of Contract

1. FiC undertakes to prepare and conduct the Event, on conditions stipulated herein and in the Contract.
2. Each Client is obliged to comply with the provisions set forth herein, in the Contract, as well as with the rules binding during participation in each Service, and set forth in particular in the Catalogue or in oral instructions of the FiC`s or Suppliers employees.
3. Leader of the group accepts responsibility to pay remuneration for the Event, for all Clients (members of the Group)
4. In the moment of the beginning of the Event, every Client shall have 18 years old or more, although the rules of particular Services can set different age restrictions.
5. FiC shall not be liable for proper performance of the services, which are not the subject of the Contract. The foregoing relates in particular to the hotel services, which were not included in the Offer and to those booked without the FiC`s Intermediation.

6. The Group, is obliged to arrive at the settled time and place. FiC reserves the right to cancel the Contract, or particular Service without duty to pay refund in case of late arrival (which means more than 20 minutes of delay) or absence of the Group.
7. The Event commences at the moment of first face-to-face meeting of the Group and FiC`s employee.
8. During the Event, Leader is obliged to keep his mobile phone on, or to enable FiC the ability of permanent contact with the Group in different way. FiC shall not be liable for any breach or incorrect performance of the Contract, resulting from violation of the foregoing provision.
9. Client can transfer to the third person, the entirety of his entitlements and obligations which stem from the Contract. The transferee has to meet the requirements set forth herein. If the Leader is a transferor, the transferee takes over the entirety of his duties. FiC shall be informed immediately about any changes, made on the basis of present article.
10. FiC reserves the right to make minor changes in the Contract. Minor changes will be deemed to be those which concern in particular: the exact time and length of the booked Services, the order of the Services in the schedule, the method of performance of the Services. The changes cannot concern the essential of particular Service. In the event the minor changes are made, the Client neither shall be entitled to be paid compensation nor to demand the reduction of the remuneration. He won`t be either entitled to request an alternative Service.
11. Any significant changes, made by FiC before the pre-payment is made, are deemed a new Offer. In such case, the previously concluded Contract is cancelled.
12. In the event that the significant changes to the Contract has to be made by FiC, before the commencement of the Event, Leader can either accept the changes or cancel the Contract and receive a refund of the contributed payment (witch will be final settlement of any Claims, which May arise out of or in connection with the Contract) . Leader can cancel the Contract, up to the moment of the beginning of the Contract. Absence of such statement, shall be deemed acceptance of the changes. If the changes concern the alteration of the

Services, the Leader shall be refunded the difference in price between the price of the Event purchased and that of the substitute Event.

13. In the case when the Event has to be cancelled by FiC, due to reasons not pertaining to Clients, the Group has either the right to cancel the Contract and receive a refund of the contributed payment or to participate in alternative Event, if such is offered by FiC. The difference in price between the price of the Event purchased and that of the substitute Event, shall be compensated by FiC, (if the price of substitute Event is lower than the cancelled one) or by Leader (if the price of the substitute Event is higher than the cancelled one).

14. If the Event has to be cancelled partially by the FiC, during its performance, the Group has the right to participate in substitute Event (if FiC offers such) or the right to demand adequate reimbursement, for the cancelled part.

15. FiC won't be liable for breach of the Contract nor for its improper performance, if such results from the circumstances beyond FiC's control, which means in particular:

- action or omission of the Client, which means inter alia: conduct contradictory to the law, provisions set forth herein and in the Contract or disobedience to the instructions of FiC or Suppliers
- actions or omissions of the third person
- force majeure

Regardless of the circumstances and reasons, under which the damage originated, FiC shall give the necessary aid to the aggrieved Client, whenever possible.

16. Whenever the Klient has the right to claim damages, based on a statutory provision, FiC's liability shall in no case exceed the double price of the Event.

17. Client shall be liable for any damage, occurred at his fault. Suppliers can claim for damages, directly from the Clients. If Group behaves in such a way that results in the Suppliers relationship with FiC being terminated, Clients will be pursued for compensation by FiC.

18. In the event the Leader cancels the Contract, or
The Client decides not to participate in the Event after the pre payment has

been made, the Client shall not be entitled to be paid any compensation.

19. Alterations to the Contract, in particular those concerning: number of the members of the Group, the Services or the schedule, can be made on the Group`s request, only if such are possible and accepted by the FiC. In such case, FiC reserves the right to charge extra fee. The Group will be informed about the amount of the fee.
20. Alterations to the Contract are made in the form of oral agreement between the parties. Nevertheless, each party can demand confirmation of the changes in writing.
21. Conclusion of the Contract is treated as all Clients statement, that they are :physically able to take part in the Event, suffer no disabilities or conditions that may impair, restrict or endanger their involvement in the Event. Neither FiC nor the Suppliers, shall be liable for the health damage suffered by the Client, if the Services were performed properly. FiC/Suppliers reserves the right to refuse to provide a Service, without the right to compensation, if it comes to conclusion that the bad physical condition of the Client, makes the participation in that Service dangerous for the Client.
22. Clients shall comply with the basic standards of proper behavior. In particular it is forbidden to act in the way which may cause distress, damage, danger or to annoy any other person, as well as violent conduct, breach of any local laws or public order and discourtesy.
23. During the performance of the Services, the Clients are forbidden to be under the influence of drugs or in condition of insobriety. It is strictly forbidden to drink alcohol during performance of transport Services.
24. In the event of serious or recurrent violations of: provisions set forth herein and in the Contract, descriptions and conditions related to the Services, and instructions of FiC/Suppliers, FiC shall be entitled to exclude the Client responsible for such violations from participation in the Event, without any right to compensation.

§5 Insurance

1. FiC is not obliged to provide any health & accident insurance.

2. FiC provides health & accident insurance, only when the Contract expressly states so.
3. Client should have valid health & accident policy. It has to be emphasized that some of the offered Services are qualified by insurance agencies as risky or highly risky activities. Client should ensure that his health & accident policy covers damages occurred during participation in aforementioned activities.
4. FiC and Suppliers reserve the right to refuse to perform particular Service, if the Client doesn't have valid health & accident policy. In such case, Client won't be entitled to be paid compensation.
5. FiC is a party to the Travel Protection Insurance contract, concluded with SIGNAL IDUNA insurance, which enables Clients to obtain the amount of money, needed to cover the price of reverse journey to the Client's country, as well as to obtain recovery of the remuneration, paid to FiC, in the case when FiC is unable to perform the Event. If such case occurs, the person entitled to refund aforementioned amounts is Marshall of Świętokrzyskie Province (Województwo Świętokrzyskie) having its registered office at the address: Kielce, Al. IX Wieków Kielc 3, 25-516 Kielce. Clients, who apply for such reimbursement, shall be able to present Marshall the evidence that the remuneration has been paid, the counterpart of the Contract in writing as well as any other documents, required by Marshall.
6. FiC strongly recommends that Clients insure against cancellation of the Contract. Thereby, it will be possible to obtain reimbursement, in the case when Client withdraws from the Contract, or decides not to participate in the Event, due to reasons not pertaining to FiC. FiC does not provide such insurance, therefore Client shall look for details thereof in particular policies, offered by insurance agencies.

§6 Hotel services

1. The provisions set forth in this paragraph, are applicable, only in a case when the booked hotel services, are a part of the Contract.
2. Client is obliged to comply with the regulations which are in force in the place of residency. The Client, who violates the aforementioned regulations, can be

ordered to immediately leave the premises. In such event, FiC won't be obliged to pay any compensation.

3. In the event when situation described in point 2 occurs, FiC reserves the right to cancel the Contract, without duty to pay compensation.
4. FiC makes all possible efforts, to ensure that the offered hotel services, will meet Client's expectations.
5. Classification of the hotel objects, is based on statutory provisions, which are binding in Poland and EU.

§7 Complaints& Claims

1. If there are any complaints or claims about the Event, the Leader has to communicate them immediately to FiC's
2. If FiC's representative is unable to resolve the problem immediately, the complaint/claim will be handed to FiC's supervisor.
3. On the Leader's request, FiC's representative shall confirm the complaint in writing.
4. In the case the Leader is unable to communicate the complaint/claim, during the Event, he shall do so immediately, though not later than within 7 days, after completion of the Event:
 - by submitting the claim/complaint in writing at the FiC's office or by sending it
 - using e-mail: jakub@funincracow.com
5. Leader shall be informed by FiC about the resolution of his claim, within 30 days from the date of completion of the Event, or within 30 days from the submission of the claim/complaint.
6. The resolution mentioned in the previous point, shall be sent on Leader's e-mail address, or as letter, on Leader's address, as given in the Booking form.
7. Complaints cannot be based on the circumstances, for which FiC is not liable.

§8 Personal data protection

1. FiC protects Client's personal data.

2. By entering into a Contract, all Clients give consent to save his personal data, according to the Act. No 133 pos. 883 Personal Data Protection Act from 29.08.1997. on the purposes of providing the Services, as well as on the marketing purposes.
3. FiC shall not reveal Client`s personal data to any third person, except for the the case when it`s necessary to provide Services, or when the law states so.
4. The Client is entitled to ask for his/her personal data and for its change or deletion.
5. Client agrees that his/her image, can be used on FiC`s marketing purposes. Client can withdraw his aforementioned consent, at every time.