

TERMS AND CONDITIONS OF PARTICIPATION

1. The contract with Bokka Sp. z o. o. Trading Company – „SIGMA” Travel Agency, the head office in Kielce, ul. Planty 16, the National Court Register KRS No. 0000143594 (copy attached), entered into the Central Register of Tour Operators by the Marshal of the świętokrzyskie province under No. 47/04, hereinafter the Office, shall be deemed concluded upon the Office’s acceptance of the application, filled and signed by the client on behalf of himself/herself and persons named in the application/contract, and upon the receipt of reservation deposit made within the time limits agreed in the contract. **Real parents or guardians sign applications made on behalf of minor children.**
2. All prices shall be contractual prices. The tour itinerary sets out the scope and standard of tour services. Tour fares are based on tariffs, prices, fees and exchange rates in force.
3. The Office reserves the right to increase the tour fare prior to departure date due to increase in transport costs, fees, taxes or airport fees, air and sea loading and handling fees, and foreign exchange rates; no later, however, than 21 days prior to commencement of the tour.
4. In such cases, the Office shall, upon request, substantiate the influence of relevant factors on the fare increase.
5. The Office will ensure that the client is promptly notified of any significant changes and the entitlements resulting therefrom once the Office becomes aware of such change. The client must promptly notify the Office whether he/she accepts the change of arrangements or withdraws from the contract.
6. The cancellation notice must be received in writing. It will be effective on the date of receipt. The date on which the request to cancel is received by the Office (via mail, email or fax) shall be the cancellation date. By signing the contract with the Office the client confirms that he/she has read and accepted the terms and conditions of cancellation. In each case the client is entitled to the refund of the tour fare. The Office will refund the balance thereof after deducting the costs already incurred. The following cancellation rates will apply to the tour fare:
 - up to 60 days prior to commencement of services - 10% of total price (processing fee),
 - 59-31 days prior to commencement of services - 40 % of total price,
 - 30-7 days prior to commencement of services - 60 % of total price,
 - 6 – the day of departure - 95% of total price.The deductions named above ensue from the ship owners’ terms of cancellation and accommodation guarantees system used for ships, aircrafts, coaches and hotels.
7. The Office shall refund the travel fare balance within 14 days after receipt of the written cancellation.
8. The Office has the right to cancel the tour 21 days before departure because of insufficient number of participants.
9. The Office reserves the right to cancel the tour at any time due to force majeure, that is, when human life is threatened, when domestic or foreign contractors fails to keep to the terms of the agreement, when customs and entry regulations have significantly changed, etc.
10. The Client will be informed without delay about cancellation and will have a choice of accepting an offer of alternative travel arrangements or receiving full refund.
11. The Office shall not be liable for the decisions made by customs/immigration officers. In the event of immigration officials refusing entry for reasons beyond the Office’s control, the passenger will be sent back to his/her departure place at his/her own expense; the Office shall refund the services not rendered, after deducting the costs incurred in connection with the purchase of services.
12. The Office shall be under no liability to clients who cancel the tour after departure unless the cancellation is due to events provided for in Article 16a tourist services act.
13. The Office shall not be held liable for any loss of or damage to baggage if such damage results exclusively from the negligence of the client or any third parties who are not involved in performance of services under the contract, and if such negligence could not be foreseen or forestalled.
14. The Office provides insurance coverage to clients (AIG Europe Limited, registered in England and Wales under the number 01486260, having its registered seat at: The AIG Building, 58 Fenchurch Street, London EC3M 4AB, United Kingdom, represented by AIG Europe Limited Spółka z ograniczoną odpowiedzialnością Oddział w Polsce, registered in the National Court Register under the number 0000436014, NIP: 107-00-23-828, having its registered seat at ul. Marszałkowska 111, 00-102 Warsaw – BRONZE (TABLE 1): medical expenses and transportation - € 50.000, permanent disability – € 5.000, death - € 5.000, baggage - € 250, assistance).
15. Clients must abide by relevant customs regulations and follow the instructions of the tour leader.

16. Clients must comply with transport and safety regulations concerning particular means of transport and with other safety requirements devised to ensure safety of all passengers.

17. Clients shall not behave in a manner that may cause distress or annoyance to other participants. The Office reserves the right to immediately terminate the contract with any participant whose conduct is deemed incompatible with the interests of the other participants. The Office will not refund or cover any cost or expenses incurred for termination of vacation arrangements due to unacceptable behaviour.

18. Clients are liable for damages caused by themselves or minors under their care. Clients agree to cover the costs resulting from such damage within 14 days after the tour.

19. Complaints have to be submitted in writing not later than 30 after the end of the tour.

20. To all matters not settled herein provisions of the CC and of the act of 29 August 1997 on tourist services shall apply (Dz.U. 2004 N. 223, item 2268 as amended).

21. The Office will deal with the complaints within 30 days of receipt.

22. Any disputes arising out of this contract shall be settled by Court having jurisdiction over the Office or the client. The Parties, however, shall seek an amicable resolution to such dispute.

23. By signing this contract, the client gives his/her consent in the meaning of the Personal Data Protection Act of 29 August 1997 (Article 23.1, in conjunction with Article 7.5) to processing, upgrading, disclosing and storing his/her personal data by the Office for the purpose of the tour and communication with the client.

24. Payment should be made to: P.W. Bokka Sp. z o. o. (A.T.SIGMA), Polska, 25-502 Kielce, ul. Planty 16 or in cash at the Offices: ul. Planty 13, 25-508 **Kielce** or ul. Filtrowa 81, 02-032 **Warszawa**.

Beneficiary's full name: **P.W. Bokka Sp. z o. o. (A.T.SIGMA),**

Beneficiary's full address:

postal code: **25-502**, city: **Kielce**, street: **Planty 16**, country: **Poland**

Beneficiary's bank info:

bank name: **Alior Bank Spółka Akcyjna,**

bank address: postal code: **02-232**, city: **Warszawa**, street: **Łopuszańska 38d**, country: **Poland**

Bank account number: **PL96 2490 0005 0000 4600 4323 3441, SWIFT: ALBPPLPW**

Description: **"Europe Tour" - and participant's full name.**

25. Term of payment:

Deposit: **EUR 750**, not later than **31.10.2018**,

Balance: **EUR 895**, not later than **06.03.2019**.

26. The Office will inform Clients about final price not later than 31.01.2019.

27. Payment date shall be deemed the date when the Office's bank account is credited or when the cash payment is made at the Office.

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Place, date

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Full name of Student AND signature

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Place, date

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Full name of Natural Parent AND signature

PLEASE SEND ALL CONTRACT PAGES BACK TO US, SINCE WE CAN ONLY ACCEPT COMPLETE CONTRACTS!