



## **TERMS AND CONDITIONS: PRIVATE TOURS**

### **INTRODUCTION**

RealPoland Spółka z ograniczoną odpowiedzialnością, hereinafter referred to as RealPoland, is an incoming tour operator with its seat in Warsaw, ul. Grochowska 217/15, 04-077 Warszawa. RealPoland's tax number is PL5322061151. 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 AXA Ubezpieczenia Towarzystwo Ubezpieczeń i Reasekuracji S.A.

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 email 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 the Contract and any items of a personal nature are not included in your trip price.

### **PAYMENT POLICY**

To confirm the booking, a non-refundable deposit of 20% of the price is required. In the case of clients booking tours at a short notice (i. e. 60 days or less before the tour departure), a higher deposit may apply, calculated individually by the tour consultant.

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

### **CANCELLATION POLICY**

Travel arrangements of any member of the party may be cancelled at any time by written notice sent directly to RealPoland. Please note that if you cancel your travel arrangements: 21 days or more prior to the departure date, the deposit will be retained.

21-15 days prior to the departure date, the cancellation penalty is 50% of the total price of the tour.

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

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

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

Please note that cancellation made by one or more of the members of the party entails changes to the total number of travelers. Hence, the price for the tour will need to be recalculated for the remaining members of the party.



Should you need to cancel your travel arrangements for an important reason, RealPoland may agree to transfer your deposit to a tour departing on a different date or to a different tour. Each case will be considered individually.

### **PAYMENT METHODS**

We accept the following payments methods:

- A. Bank transfer. Please note that the Client covers all additional bank fees.
- B. Online Credit Card Payment. The Client receives a secure payment link from RealPoland, where they provide the credit card details.

### **ONLINE CREDIT CARD PAYMENT**

The payment operator is Stripe Payment Services Europe Ltd.

Once you book your tour, your tour consultant sends you a personalized link and payment instructions to the email address you provided during the booking process. The link directs you to a payment site, protected by the SSL protocol, where you can complete your credit card payment.

All the data necessary to proceed with your payment, such as the card number, the expiration date and the CVV code (the three-digit code at the back of your card), is entered through a secure website with an SSL protocol. The data is processed only for the purpose of operating the payment. RealPoland does not store or process any credit card numbers, only the information about card type and the last four digits of its number.

Complaints regarding online payment and/or the functioning of the website should be sent by email to: [complaints@stripe.com](mailto:complaints@stripe.com)

### **TOUR INCLUSIONS & EXCLUSIONS**

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

### **TRAVEL INSURANCE**

Travel insurance is not included in the price of the tour. It is the Client's responsibility to obtain comprehensive travel insurance. Please note that travel insurance offered by credit card companies may not be considered adequate.

### **PHOTOS AND MARKETING**

You give RealPoland an irrevocable, royalty-free licence to use images of you taken during your tour for marketing, advertising and promotional purposes in any medium we choose.

### **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 us of 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. Bear in mind that there will be no refund if you cancel any bookings, services or other elements of the tour once the tour has started

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 email (to: [info@realpolandtours.com](mailto:info@realpolandtours.com)), or post (RealPoland Sp. z o.o. ul. Grochowska 217/15, 04-077 Warszawa, 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