

PRIVATE TOURS

INTRODUCTION

RealPoland Spółka z ograniczoną odpowiedzialnością, hereinafter referred to as RealPoland Tours, is an incoming tour operator with its seat in Warsaw, ul. Grochowska 217/15, 04-077 Warszawa. RealPoland Tours tax number is PL5322061151. RealPoland Tours is registered in the Register of Tourism Organizers and Intermediaries for Mazowieckie Voivodeship, no 2686.

RealPoland Tours holds an obligatory tour operator insurance issued by UNIQA Towarzystwo Ubezpieczeń S.A..

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

TOUR DEFINITION

Private tours, customized tours, tailor-made tours - tours that last more than 3 days and include at least 2 different services.

PRICE FOR THE TOUR

The prices are given in the email offer, on confirmation voucher and the receipts sent to the Traveler.

The prices are calculated and debited in Polish Zloty (PLN). Prices in other currencies provided in email correspondence, published on our website and/or in our printed materials are approximate and are given just for the Traveler's orientation.

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 Travelers booking tours at a short notice (i. e. 30 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

In case unforeseen events occur, the Traveler is entitled to transfer the tour contract to another person who satisfies all the conditions applicable to that contract. Notice should be given in writing at the latest 7 days before the start of the tour. RealPoland Tours does not charge any fees for transferring the contract to another person. However, should any

subcontractor require a fee for changing the name of the traveler or for canceling a ticket and issuing a new one, the traveler is required to cover these expenses.

Changes of dates of your tour can be made up to 21 days prior to the tour start date and a handling fee of 400 Polish zloty (PLN) applies.

Travel arrangements of any Traveler may be canceled at any time by written notice sent directly to RealPoland Tours. Please note that if you cancel your travel arrangements:

21 days or more prior to the departure date, the cancellation fee is 20% of the total price of the tour.

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

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

7 days prior to the departure date or later, the cancellation fee 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 Tours 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.

CANCELLATION MADE BY REALPOLAND TOURS

RealPoland Tours may cancel your tour if we are prevented from performing the contract because of unavoidable and extraordinary circumstances. The Traveler shall be notified about this without undue delay before the start of the tour.

Should it be necessary to cancel a tour, RealPoland Tours will make every effort to provide similar arrangements on a different date at no additional cost or to move your deposit to a different kind ouf tour. If this is not accepted by the Traveler, a full refund of the sum received by RealPoland Tours in Polish zloty (PLN) will be made to the Traveler. RealPoland Tours is not liable for additional compensation (e.g. related to non-refundable airline tickets etc. or exchange rates)

CHANGES TO YOUR ITINERARY

1. Changes made by the Traveler after the tour has been booked but before the tour starts If the Traveler 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 Traveler 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 Traveler should contact RealPoland Tours as soon as possible in order to inform us of their requests. We treat every tour individually and do our best to fulfill our Travelers' 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 Tours

You acknowledge that traveling with RealPoland Tours 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 Tours' control or which cannot be reasonably foreseen.

PAYMENT METHODS

We accept the following payments methods:

- A. Bank transfer. Please note that the Traveler covers all additional bank fees.
- B. Online Credit Card Payment. The Traveler receives a secure payment link from RealPoland Tours, 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 Tours 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:

- a) by mail to: RealPoland Sp. z o.o. ul. Grochowska 217/15 04-077 Warszawa, Poland, or
- b) by email to: info@realpolandtours.com
- c) The description of the complaint should contain:
- d) information about the circumstances of the complaint, especially the kind of defect or fault and the date when it occurred,
- e) information about what you demand with regard to your complaint, and
- f) the contact details of the person filing the complaint.

This will help RealPoland Tours investigate your complaint faster. Providing the above-mentioned information is only a recommendation and it does not affect the validity of your complaint. RealPoland Tours shall answer your complaint immediately, no later than within 14 calendar days from the moment the complaint is filed.

TOUR INCLUSIONS & EXCLUSIONS

The complete list of tour inclusions & exclusions is presented in your travel documents (tour proposal, tour voucher, tour contract)

TRAVEL INSURANCE

Travel insurance is not included in the price of the tour. It is the Traveler'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 Tours 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 Tours provides services it will do so with due care and skill. RealPoland Tours 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 Tours 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 Tours 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 Tours trip are entirely at your own risk.

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), or post (RealPoland Sp. z o.o. ul. Grochowska 217/15, 04-077 Warszawa, Poland). The complaint should include a description of services the Traveler was not satisfied with.

RealPoland Tours will refund the difference between the contracted services and the

replacement services, on the condition that the Traveler 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

REALPOLAND'S INSURANCE IN CASE OF BANKRUPTCY

Due to the regulations of the Polish Law, RealPoland as a registered Polish Tour Operator holds an obligatory Tour Operator Insurance provided by Uniqa Towarzystwo Ubezpieczeń S.A. to protect travelers in case of the tour operator's bankruptcy.

If your tour is canceled by RealPoland and your deposit is not refunded due to the tour operator's insolvency, you can apply to the Marshall of Mazowieckie Voivodeship or Uniqua Insurance Company for the compensation.

Urząd Marszałkowski Województwa Mazowieckiego w Warszawie ul. Jagiellońska 26, 03-719 Warszawa tel. (+48 22) 5979-100 fax (+48 22) 5979-290 e-mail: urzad marszalkowski@mazovia.pl

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