

I. GENERAL RULES.

1. ORLANDO PIELGRZYMKI PAWEŁ WOLNICKI (Tour Operator's Licence No. Z/12/2014) with its registered office in Skawina, hereinafter referred to as "Agency", as a tour-operator (tour operator - within the meaning of the Act on tourist services of 29.08.1997, as amended) aims to ensure optimal recreational conditions for the Participants. The rights and obligations of the Participants are defined in the "Terms and Conditions of Participation" issued on the basis of Article 385 (1) of the Civil Code, hereinafter referred to as the "Terms".

II. CONCLUSION OF THE AGREEMENT.

1. The agreement is concluded each time after the Participant becomes familiar with the offer, signs the participation agreement - application (including the Terms and Conditions of the Participation), completes the 30% advance payment, and receives a confirmation of applying for the participation in the event by the Agency (or persons acting on behalf of the Agency). Conclusion of an agreement for the benefit of a minor done by a third party requires the consent of his or her parents or guardians, together with the guardians' signatures certified by a notary or by an administrative authority (provided that the minor participates in a tour without being accompanied by a statutory guardian).
2. The participant of the event is only the person being subject of the application agreement. Persons acting on behalf of third parties sign the Terms and Conditions of Participation on their behalf when completing the payment.
3. When concluding an agreement, the Agency determines the type of documents necessary for the realization of the tour and the date of their presentation or delivery to the Agency. The lack of such documents or their late submission is tantamount to resignation from participation in the event due to the fault of the Participant.
4. The customer concluding the agreement is responsible for providing correct data, in particular, the names and dates of birth of all Participants being subject of the application agreement.
5. The customer concluding the agreement is also responsible for providing other correct data which is required in the booking process, such as the numbers and expiry dates of identity documents of the tour participants (this point applies in particular to events based on scheduled flight services and low-cost carriers).
6. In the case of events based on flights provided by low-cost airlines, each reservation has a status of a "reservation on request" (RQ), and is subject to final confirmation of seats and prices by the Organizer. When making a reservation, it is required to provide correct data of the participant, sign a binding agreement and complete the full advance payment (or a complete amount, if it results from the terms of the Agreement). Within 2 working days from the booking date, the Organizer is obliged to confirm seat availability and booking price. In the event when the package price changes to a higher price due to changes in air ticket prices, the Customer has the right to terminate the agreement and receive a full refund of the paid amounts.

III. PRICE, TERMS OF PAYMENT, DISCOUNTS.

1. The prices of services for Participants are contractual prices which include VAT.
2. The condition for the fulfillment of services under the agreement is the payment of receivables which are due for the event, to the bank account that is specified by the Agency in the concluded agreement with the Participant or at the cash desk of the Agency. The entire amount due for the event specified in the agreement should be paid by the Participant within 30 days before the starting date of the event.
3. The Agency reserves the right to terminate an agreement with a Participant whose payments are not transferred for the benefit of the Agency within the specified deadlines.
4. The types and amounts of discounts are specified in the current offer by the Agency. It is understood that the age of the child on the day of the end of the Event makes it eligible for the discount. The Organizer has the right to verify the age of the child on the basis of an identity document. In case of discrepancies between the given age and the actual age, the Organizer will be entitled to calculate and collect the correct price of the travel.
5. The price specified in the concluded agreement is binding and the Participant has no right to demand its reduction in case when before or after the conclusion of the agreement with the Participant, the price of a given tourist event has been reduced due to the last minute offer, due to the subsequent reduction of the last minute offer or due to other promotional activities conducted by the Agency.

IV. CHANGES OF THE SERVICES.

1. In case when the Agency is forced to change some material conditions of the agreement with the Participant due to reasons beyond its control, with the reservation of point XIII of the agreement, it shall immediately notify the Participant of this fact. In turn, the Participant shall also immediately inform the Agency about the decision of whether the Participant accepts the proposed amendment of the agreement or withdraws from the agreement with the immediate effect of refunding all completed payments, without being obliged to pay the contractual penalty for the benefit of the Agency.

V. CHANGES OF THE PRICES.

1. The agency reserves the right to change the price of the tourist event as offered and confirmed in the travel documents. In the event that it is necessary to increase the prices, the Agency is obliged to evidence the impact on the price increase by the occurrence of one of the following circumstances: increase in transportation costs, increase in administrative fees, taxes or charges payable for services such as airports, loading or reloading at seaports and airports, as well as an increase in the exchange rates.
2. The price specified in the contract may not be increased in the period of 20 days before the date of departure.

VI. CANCELLATION OF THE EVENT.

1. The Agency reserves the right to terminate the agreement and make a full refund of the payments made by the Traveler on account of the Event, without additional redress or compensation, if the number of reservations for a given Event is lower than 50 people, and the Agency informed the Traveler about the termination of the agreement no later than 20 days, 7 days, or 48 hours before the start of the event which lasts, respectively: longer than 6 days, 2 to 6 days, or shorter than 2 days.

VII. THE RIGHTS OF THE PARTICIPANT.

1. The Participant has the right to the services of the Agency that are guaranteed by the offer (brochure), which is an integral part of the agreement concluded with the Participants.
1. The services which have been paid for are final and cannot be changed during the event.
2. The participant has the right to receive professional help and assistance from the representatives of the Agency during the event.
3. The Participant will be also provided with assistance in all cases of emergency events which are not due to the fault of the Agency (e.g. related to bus breakdowns, prolongation of customs clearance, as well as stopovers at national borders).

VIII. THE OBLIGATIONS OF THE PARTICIPANT.

1. During the event, the participant is obliged to comply with all guidelines and disciplinary instructions made by the representatives of the Travel Agency in order to enable the realization of the tour schedule, and to strictly observe the places and times of gatherings as specified in the agreement and the offer.
2. The Participant is obliged to carry the travel documents (passport) as well as when it is required by the tourist visa regulations (unless such documents are provided by the Agency) and to comply with the customs and foreign exchange regulations being in force on the territory of the Republic of Poland, as well as on the territories of transit and destination countries.
3. The Participant is financially accountable to the Agency for any damages and losses caused by his or her fault, or by the fault of minors being under his or her custody during the travel as well as during the stay.
4. The Participant is obliged to comply with all the disciplinary regulations as well as the regulations concerning the safety of the stay in the place of accommodation. In the case of material or persistent violation of the established order of the event by the Participant, the Agency may terminate the contract immediately without any financial consequences resulting therefrom. All costs of the continued stay abroad, as well as the costs of the return to the country will be covered by the Participant.
5. In the case of airline events, the Participant is obliged to confirm the time of departure at the point of sale of the tourist event, or directly with the airline operating the flight (this also applies to the return journey).

IX. INSURANCE.

1. In accordance with the obligation which arises from the provisions of the Act on tourist services of 29 August 1997, as amended, the price of the event includes the basic obligatory insurance (KL) of EUR 10,000, as well as the NNW insurance of PLN 7,000. The insurer is the Signal Iduna Polska TU SA, ul. Przyokopowa 31, 01-208 Warsaw (General Insurance Policy no. 202685).
2. By concluding the agreement, the Participant declares that his or her health condition allows for the participation in the event. Each Participant is obliged to read the exact insurance conditions before departure, in particular, the provisions concerning the limitation of liability of the Signal Iduna Insurance Company SA (Towarzystwo Ubezpieczeniowe Signal Iduna Polska SA).

X. CONFIRMATION OF BEING AN OWNER OF THE INSURANCE GUARANTEE.

In accordance with the provisions of Article 14, section 4, point 1, of the Act of 29 August 1997 on tourist services (consolidated text: Journal of Laws of 2016, item 187, as amended) the Organizer confirms that he maintains a guarantee for the event of his insolvency within the scope of:

- covering the costs of return of the Customers from the tourist event to the place of departure, or the planned return from the tourist event, in the event that the tour operator or tourist agent does not ensure such return, despite being obliged to do so,
 - making a refund of the payments made in respect of the tourist event, in case when, for reasons attributable to the tour operator or to the travel agent as well as persons acting on their behalf, the tourist event should not be realized,
 - reimbursing a part of the payments made in respect of the tourist event which correspond to the part of the tourist event which should not be realized for reasons attributable to the tour operator or to the travel agent as well as persons acting on his behalf,
- in the form of an insurance guarantee agreement no. M 515462, issued by Signal Iduna Polska Towarzystwo Ubezpieczeniowe S.A., ul. Przyokopowa 31, 01-208 Warsaw, for the benefit of the Marshal of the Lesser Poland Voivodeship.

1. The guarantee is valid for the period from 01.03.2019 to 28.02.2020, and it covers all agreements for the organization of tourist events which are concluded during the guarantee period.
2. The guarantee amount is PLN 932,400 PLN, which is equivalent to EUR 216,756.56.
3. The Customer who applies for the reimbursement of costs of his return to the country in a situation where the tour operator or travel agent, despite being obliged and despite having been called upon to do so, does not ensure such return, should immediately contact the Marshal of the Lesser Poland Voivodeship or the nearest consular office and present the agreement for the provision of tourist services, as well as the statement about the non-performance of the obligation which concerns ensuring a return to the country by the tour operator or the travel agent.

XI. TOURIST GUARANTEE FUND.

1. From the day of 26.11.2016, in accordance with the amendment to the Act on Tourist Services of 22.07.2016, the price of the events organized by the Agency will be increased by a fee which will be paid in full by the Agency for the benefit of the TOURIST GUARANTEE FUND (the so-called '2nd pillar'). The amount of the fee will be specified in the application agreement and is determined by the applicable law.

XII. COMPLAINTS.

1. In the case when the Participant should state that the agreement has not been performed, or has been unduly performed by the Agency, the Participant should immediately notify about this fact the service provider, as well as the Agency or a local representative of the Agency.
2. Any and all complaints will be considered by the Agency within the following time limits:
 - a) in the case of lodging a complaint during the event - within 30 days from the date of ending the event,
 - b) in the case of lodging a complaint after the end of the event - within 30 days from the date of lodging the complaint.
3. Complaints concerning the flight to/from the place of destination, as well as concerning delays and destroyed or damaged baggage during the flight are subject to the conditions of the Warsaw Convention of 1929, as amended and annexed, as well as the Regulation No. 261/2004 of the European Parliament and of the Council of 11 February 2004 (on the rules of compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights). The customer has the right to lodge a complaint with the representative office of the relevant airline company, and in the case of exhaustion of the complaint procedure - to lodge a complaint with the Civil Aviation Office (ul. Flisa 2, 02-247 Warsaw).

XIII. EXCLUSION AND LIMITATION OF RESPONSIBILITY.

1. The Agency shall be responsible for the non-performance or inadequate performance of the agreement, unless the non-performance or inadequate performance of the agreement is caused exclusively by:
 - a) action or failure of the Participant,
 - b) actions or failures of third parties who do not participate in the performance of the services foreseen under the agreement, if those actions or failures could not have been foreseen or avoided,
 - (c) force majeure. Exclusion of the Agency's liability for the occurrence of the abovementioned conditions does not relieve the Agency from providing assistance to the injured Participant during the tourist event.
2. The Agency limits its responsibility for the non-performance or inadequate performance of the agreement for the provision of tourist services to the amount of up to two times the price of the event for each Participant, in case when this limitation arises from international agreements to which the Republic of Poland is a party. This limitation does not apply to personal injuries.
3. In the case of events based on scheduled flight services and low-cost carriers, the flight is realized in accordance with the rules of the carrier operating the flight. The Participant is obliged to read the rules, as well as the general terms and conditions of baggage transfer, which are available on the official website of the given airline.

XIV. RESIGNATION FROM THE EVENT, CHANGE OF THE PARTICIPANT, CHANGE OF THE PARTICIPANT'S DATA.

- The Participant has the right to resign (withdraw) from participation in the event. The date of resignation shall be deemed to be:
 - the date of receiving a written statement to the Agency,
 - the date of the Participant's failure to perform activities as specified in the agreement, or as specified in the terms and conditions of participation in the event.
1. In the case when the Participant should resign from his or her participation in the event, the Agency will be entitled to collect the amount which corresponds to the actual costs incurred the Agency in connection with the preparation of the Event, but not more than:
 - in the period of 40 days or more before the date of departure - up to 25% of the price of the event,
 - in the period of 39-30 days before the date of departure - up to 35% of the price of the event,
 - in the period of 29-15 days before the date of departure - up to 50% of the price of the event,
 - in the period of 14-7 days before the date of departure - up to 80% of the price of the event,
 - in the period of 6 days or less and on the day of departure - up to 90% of the price of the event.
 2. If, as a result of the verification of the costs which have been actually incurred in an individual case, it should be revealed that there is a difference between the amount collected from the Participant and the costs incurred by the Agency, the tour-operator shall make a refund of the relevant difference in the amounts. The difference shall be refunded at the place of signing the Agreement, or to the bank account number specified by the Customer, according to the will of the Participant.
 3. The abovementioned percentage values apply only to events based on bus transport. In the case of events based on scheduled flight services and low-cost carriers, the costs arising from the resignation will depend on the costs which have been charged by the carrier operating the flight in question, as well as other costs which have been actually incurred by the Organizer. The Customer is obliged to contact the Organizer in order to obtain information on the eventual costs arising from this situation.
 4. In case when a Participant, who resigns from participation in the event, should indicate a person who meets the conditions for participation in the event, and transfers his rights to him, with the abovementioned person accepting the obligations arising from the agreement, the Agency will charge a handling fee in the amount of 5% of the price of the event. The Participant may, using the intermediary services of the Agency, conclude insurance agreements for the costs of the resignation from the event or the termination of participation in a tourist event which has been purchased at the travel agency.
 5. In the case of airline events which are realized on the basis of scheduled flight services and low-cost carriers, the transfer of rights and obligations to another person is possible provided that the airline company consents to the change of the participant, as well as provided that the costs arising from the necessity to change the booking or to purchase a new air ticket have been paid (at the rates of the carrier operating the flight in question).
 6. The Customer is obliged to inform the Organizer about the change of their personal data (name, surname, address) as well as about the change of personal data of other participants of the event, in the name and on behalf of whom he concluded an agreement with the Organizer, as well as about the changing or replacement of the authorizing document required to cross the national border, no later than 7 days before the start of the event.
 7. Each and every change of the data of the Participant, which is made by the Customer after the confirmation of the booking, may involve an additional fee for the actual costs incurred by the Organizer in relation to the change. In the case of air events, the cost of changing the data of the Participant, including the data of the identity document provided at the time of booking the air ticket, is determined according to the price list of the carrier operating the flight in question.

XV. FINAL PROVISIONS.

1. In matters which are not regulated by the Terms and Conditions of Participation, the provisions of the Civil Code shall apply accordingly, as well as the Act on Package Travel and Linked Travel Arrangements (2017).
2. Any disputes that may arise from the performance of the contract shall be settled amicably, and in the event of disagreement, by the competent Court.

I have read the Terms of Participation and I accept them.

.....
Date and legible signature of the pilgrimage participant