

GENERAL BUSINESS TERMS AND CONDITIONS

The General Business Terms and Conditions shall govern legal relations between the customer ordering a tour on one hand and Dreams Travel, s.r.o., the travel agency located in Lipnická 150/1605, 900 42 Dunajská Lužná, Company Identification Number 47 233 486, registered in the Commercial Register of District Court Bratislava I. in section Sro, file no. 71802/B (hereinafter referred to as “CK Dreams Travel” or “Travel Agency”) on the other hand (hereinafter referred to as “GBTCs”). These GBTCs shall apply to all types of tours and travel services provided by CK Dreams Travel based on an agreement on the procurement of a tour (hereinafter referred to as the “Tour Agreement”), unless the scope of mutual rights and obligations is otherwise specified in writing and/or agreed in advance by the Travel Agency. These GBTCs are integral part of the Tour Agreement made by and between the Customer and CK Dreams Travel.

Article I

Tour Agreement and Parties to the Agreement

1. Parties to the legal relation based on the Tour Agreement are:
 - a) The Customer (Client) – the person entering into a Tour Agreement with the Travel Agency and/or the third party on behalf of whom the Tour Agreement was made and/or the person to whom the tour was transferred to under the terms of Act no. 40/1964 Coll. the Civil Code; and
 - b) Tour Provider – CK Dreams Travel, who is organising, offering and selling tours and travel services based on Tour Agreements (hereinafter referred to as “Tour”).
2. A legal relation between the Customer and CK Dreams Travel shall arise from the Tour Agreement entered into, i.e. from the Tour Agreement signed by the Customer and accepted by CK Dreams Travel or any authorised representative thereof.
3. On behalf of minors and other persons represented by their legal representatives, the Tour Agreement shall be signed by such persons’ legal representatives. With respect to third parties on behalf of whom the Tour Agreement is entered into, the person signing the Tour Agreement on such third parties’ behalf represents and warrants that it is duly authorised to sign the Tour Agreement on the third parties behalf, whereas based on the Tour Agreement these third parties get the status of Customers; otherwise the Travel Agency shall have the right to request from the party signing the Agreement to meet the obligations arising from the Tour Agreement, these GBTCs, and legal regulations, or indemnify the Travel Agency for any damage incurred. If the Customer is a legal entity, it enters into a Tour Agreement for third-parties who are natural persons specified in the Tour Agreement or communicated to the Travel Agency in compliance herewith. Natural persons on behalf of whom the Tour Agreement is entered into by the legal entity shall get the status of Customers as of the acceptance of the Tour Agreement. Acceptance may be provided expressly or otherwise, in a manner that does not result in any doubts concerning the will of the natural person.
Persons who are less than 15 years old and persons in a health condition requiring assistance may attend the tour only if accompanied by a responsible person older than 18 years.
4. In case of several Customers, such Customers shall be authorised and obliged jointly and severally with respect to any and all rights and obligations arising from the Tour Agreement, these GBTCs, and legal regulations.
5. Upon the signature of the Tour Agreement, CK Dreams Travel shall be obliged to provide for the Customer the offered tour together with all the travel services agreed-upon in the scope and quality as agreed by and between the Parties, and the Customer shall be obliged to pay the agreed-upon price for the Tour duly and in due time.

Article II

Price for the Tour and Payment Terms

1. The Customer and CK Dreams Travel shall agree on the price for the purchased Tour in writing, and the binding price for the Tour agreed-upon shall be specified in the Tour Agreement. Prices specified in catalogues, price-lists, and other materials of CK Dreams Travel are for information only and they shall be valid as of the dates specified in the respective materials of CK Dreams Travel.

2. CK Dreams Travel shall have the right to increase the price for the Tour unilaterally in the event of:
 - a) any increase in transportation costs, including fuel prices;
 - b) any increase of payments associated with transportation such as airport and/or dock charges and fees included in the tour price;
 - c) any change in the Euro exchange rate used to determine the tour price by more than 3 % on average, provided that such increase becomes effective within 21 days before the start of the Tour, and this irrespective of the fact whether the Customer paid the full tour price or only the specified advance.
3. The tour price increase, if any, shall be by the amount corresponding with the value by which the tour price is increased under paragraph 2 (a) and (b) above, or by the amount resulting from the increase of the Euro exchange rate used to determine the tour price. CK Dreams Travel shall notify the Customer of such increase of the tour price in writing within 21 days before the start of the tour, otherwise CK Dreams Travel shall not be entitled to claim the payment of the price increase.
4. The Customer shall become entitled to receive the agreed-upon services only if the price agreed for the tour was paid in full.
5. Unless otherwise agreed by the Parties in writing, the Customer shall pay the agreed-upon price for the tour as follows:
 - a) At least 50 % of the agreed-upon tour price shall be paid as of the signature of the Tour Agreement, however not later than 5 (five) days after the date of signature, and the remaining portion of the agreed-upon tour price is payable within 6 weeks before the start of the tour.
 - b) If the Tour Agreement is entered into less than 6 weeks before the start of the tour, the Customer shall pay the agreed-upon tour price on the Tour Agreement signature date at the latest.
6. The Customer shall have the right to pay the price for the tour in cash to CK Dreams Travel or any authorised representative thereof, or by bank transfer to CK Dreams Travel's bank account no.: 2924853782/1100 with Tatra banka, a.s. and use the specific symbol: 0308 and the number of the Tour Agreement or the Customer's birth certificate number as the variable symbol. The tour price shall be considered paid on the date when the amount is credited to the bank account of CK Dreams Travel and is freely available thereto. Upon the receipt of the tour price, CK Dreams Travel shall provide the Customer a payment document without undue delay.
7. If the Customer does not pay the tour price duly and in due time in accordance with paragraphs 5 and 6 above, CK Dreams Travel shall have the right to withdraw from the Tour Agreement and the Customer shall be obliged to pay CK Dreams Travel a contractual fine in compliance with these GBTCs or the Tour Agreement.
8. Unless otherwise agreed by the Parties, the Customer shall be obliged to pay the tour price and all contractual fines, if any, under these GBTCs also for the third parties on behalf of whom the Tour Agreement was made even if it is proven that the Customer's representation under paragraph 2 of Article 1 on the Customer's authorisation to enter into the Tour Agreement on such persons' behalf was false or if any third party for whom the Tour Agreement was made did not take part in the tour.
9. Unless otherwise agreed by the Parties, if the Customer is a legal entity, the Customer (legal entity) shall be obliged to pay the tour price and all contractual fines, if any, hereunder also for the third parties - natural persons on behalf of whom the Tour Agreement was made also if any of such third parties - natural persons on behalf of whom the Tour Agreement was made did not participate in the tour.

Article III

Customer's Rights and Obligations

1. The fundamental rights of the Customer include in particular:
 - a) the right to be duly provided the contractually agreed-upon services;
 - b) the right to be informed by CK Dreams Travel of any and all facts that are important to the Customer and are available to the Travel Agency, unless such information already was provided in the Tour Agreement or in the catalogue delivered to the Customer;
 - c) the right to be informed of any and all changes concerning the contractually agreed-upon services within the periods of time agreed or specified by law;
 - d) the right to withdraw from the Tour Agreement in accordance with these GBTCs or legal regulations;
 - e) the right to file a complaint in accordance with these GBTCs and legal regulations;
 - f) the right to inform CK Dreams Travel in writing and within the agreed period of time that another person will attend the tour in their place.
2. Fundamental obligations of the Customer shall comprise particularly:

- a) the obligation to pay the contractually agreed price for the tour duly and in due time;
 - b) the obligation to co-operate with CK Dreams Travel as needed so that the contractually agreed-upon services can be arranged and provided;
 - c) the obligation to provide CK Dreams Travel the information requested, notify CK Dreams Travel of and prove thereto any change of such information without undue delay, and provide any and all documents requested by the Travel Agency;
 - d) the obligation to notify CK Dreams Travel in writing and within the prescribed period of time of the Customer's acceptance of change in the Tour Agreement or withdrawal from the Tour Agreement under Article V hereof;
 - e) the obligation to make sure that persons in the age of less than 15 years or persons in a health condition requiring company are accompanied and supervised by a competent person older than 18 years;
 - f) the obligation to receive from CK Dreams Travel the documents needed to use the services agreed-upon;
 - g) the obligation to comply with customs, passport, transportation, safety, health, hygienic and other legal regulations of the countries to be visited during the course of the tour;
 - h) the obligation to get vaccinated and comply with other health obligations when travelling to countries that are subject to such obligation;
 - i) obligation to raise duly and in due time justified claims, if any, against service providers or the appointed representative of CK Dreams Travel hereunder;
 - j) obligation to follow the instructions of the appointed representative of CK Dreams Travel, the delegate, tour guide, or service provider to comply with the programme of the tour and, in case of individual programme, inform the appointed representative of CK Dreams Travel of the intended route and programme;
 - k) the obligation to act so during the course of the tour so that no damage occurs with respect to the assets of CK Dreams Travel, no person is injured and no assets of other tour participants, suppliers or third parties are damaged.
3. Customer which is a legal entity or Customer which made the Tour Agreement on behalf of third parties shall be obliged to make sure that the obligations specified in these GBTCs are also complied with by such third parties, i.e. natural persons on behalf of whom the Tour Agreement was made.

Article IV

Rights and obligations of the Travel Agency

1. Principal obligations of CK Dreams Travel comprise particularly the obligation to:
 - a) provide the Customer in writing, seven days before the start of the tour at the latest, additional detailed information concerning the facts that are important to the Customer and are available to CK Dreams Travels but are not comprised in the Tour Agreement or in the catalogue provided to the Customer, particularly:
 - more details on the information comprised in the Tour Agreement;
 - contact details to a minor or the representative of the Travel Agency in the place of the minor's stay in case of a tour attended by a minor;
 - name, place of stay, or contact address, and telephone number of the Travel Agency's representative whom the Customer may contact and ask for assistance if in trouble during the course of the tour and who is authorised to accept and handle the Customer's complaints during the course of the tour;
 - any and all documents that the Customer needs in order to be provided the procured services (such as the air ticket, hotel voucher to be provided the agreed-upon accommodation and boarding services, document for the Travel Agency's representative in the place of stay to be provided optional trips);
 - b) if the Tour Agreement is made less than seven days before the start of the tour, CK Dreams Travel shall be obliged to meet the obligations arising to it from paragraph 1 (a) above as of the signature date of the Tour Agreement.
2. CK Dreams Travel shall not be obliged to procure and/or provide to the Customer and/or third parties on behalf of whom the Tour Agreement was made any other services than the services previously agreed-upon and paid.

Article 5
Change in the tour participant, change in the agreed-upon services

1. Before the start of the tour, the Customer has the right to inform CK Dreams Travel in writing and within the agreed period of time that someone else would participate in the tour in their place. The Customer shall only have the right to do so within 30 days before the start of the tour, and the notice must comprise the declaration of the new Customer that they accept the Tour Agreement and complies with all the terms and conditions agreed-upon with respect to the participation in the Tour. Upon the date of delivery of the notice the person specified therein shall become the Customer.
2. The original Customer and the new Customer shall be liable jointly and severally for the payment of the price for the Tour and the coverage of the costs incurred by CK Dreams Travel in connection with the change in the person of the Customer. The Customer acknowledges that in case of air transport, the price for the Tour (the air ticket) may be increased by the cancellation fee charged by the airline company for the cancellation of the air ticket of the original Customer in the amount that is determined by the respective airline company and also by the price of the new air ticket issued in the name of the new Customer, where the price of the newly issued ticket may be higher than the price of the original ticket. The Customer also acknowledges that if the airline company providing transportation services for the tour allows only changing the air ticket following the change in the person of Customer solely by cancelling the original ticket and buying a new ticket, and if it the airline does not have any air ticket available at the time of such change in the person of the Customer, and CK Dreams Travel will not be able to arrange the transportation of the new Customer from another airline, the new Customer shall be obliged to arrange the transportation for the tour individually. The fact that the new Customer does not participate in the tour or use the agreed-upon service shall be deemed withdrawal from the Agreement, therefore CK Dreams Travel shall have the right to claim a contractual fine in the amount of 100 % of the price for the tour and the air ticket or the cancellation fee and other costs relating to the cancellation thereof.
3. If CK Dreams Travel is forced to change any fundamental term of the Tour Agreement before the start of the tour, it shall propose an amendment of the Tour Agreement to the Customer. If the proposed amendment of the Tour Agreement also results in the change of the price for the tour, the new price needs to be specified in the proposal.
4. Fundamental term of the Tour Agreement shall not be considered any change in the accommodation facility in the destination if the accommodation provided and other services related thereto are of the same or higher quality standard, any change in the boarding program during the tour, non-provision of the guide or delegate of the Travel Agency, airline, type of plane, route or time of flight for reasons that are beyond the liability of CK Dreams Travel or resulting from the act of God.
5. If any change in the Tour Agreement is proposed by CK Dreams Travel under paragraph 3 above, the Customer shall have the right to decide whether they accept such change or whether they withdraw from the Tour Agreement without the payment of contractual fines. The Customer shall notify CK Dreams Travel of such decision in writing within the period of time specified by the Travel Agency in the proposed amendment, otherwise the change shall be deemed accepted by the Customer.
6. If the Customer withdraws from the Tour Agreement on grounds of a fundamental change, the Customer shall have the right to request from CK Dreams Travel to be provided – based on a new agreement – another tour at least of the same quality as the services agreed-upon in the original Tour Agreement, provided that CK Dreams Travel is able to offer such tour. When signing a new agreement, the payments made based on the original agreement shall be considered payments made under the new agreement. If the price for the new tour is lower than the amounts already paid, CK Dreams Travel shall be obliged to return the difference back to the Customer without undue delay.
7. If no new agreement is made, CK Dreams Travel shall return back to the Customer the whole amount received therefrom as the payment of the price for the tour cancelled under the Tour Agreement whereas the Customer shall not be obliged to pay any contractual fine to CK Dreams Travel.
8. CK Dreams Travel reserves the right to cancel the tour that is the subject matter of the Tour Agreement if the procurement of the tour is not economically acceptable to the Travel Agency or in case of events that cannot be prevented by any efforts, or in consequence of extraordinary and unforeseeable circumstances.

Article 6
Withdrawal from the Tour Agreement, contractual fines

1. Before the start of the tour, the Travel Agency may withdraw from the tour only if the tour is cancelled or if the Customer breaches their contractually agreed-upon obligations.
2. The Customer shall have the right to withdraw from the Tour Agreement any time before the start of the tour:
 - a) without specifying the grounds therefore;
 - b) if the Customer does not accept the amendment of the Tour Agreement proposed under Article V hereof;
 - c) if CK Dreams Travel breaches its obligations laid down in the Tour Agreement or stipulated by law.
3. Notice on withdrawal from the Tour Agreement shall be provided by the Customer in writing in form of a record made in the headquarters of CK Dreams Travel or delivered by a registered letter or otherwise in a provable way to the address of the Travel Agency. The Customer's withdrawal from the Tour Agreement shall become effective as of the date of the delivery of its withdrawal notice to CK Dreams Travel.
4. If the reason for Customer's withdrawal from the Agreement is not the breach of any of CK Dream Travel's obligations laid down in the Tour Agreement or specified by law, or if CK Dreams Travel withdraws from the tour before the start of the tour due to the breach of any of the Customer's obligations, the Customer shall be obliged to pay the Travel Agency a contractual fine in the amount specified in paragraph 5 below, unless otherwise specified in the Tour Agreement, whereas CK Dreams Travel shall be obliged to return back to the Customer without undue delay the remaining portion of the price paid for the tour under the cancelled Tour Agreement.
5. The contractual fine payable by the Customer to CK Dreams Travel under paragraph 4 above depends on the number of days remaining until the start of the tour as follows:
 - a) m o r e t h a n 60 days - 46 day.. 40 % of the price for the tour and the air ticket;
 - b) 45 - 31 days 70% of the price for the tour and the air ticket;
 - c) 30 - 16 days 80% of the price for the tour and the air ticket;
 - d) 15 days – 0 days 100% of the price for the tour and the air ticket.The number of days remaining until the start of the tour shall not comprise the day of departure or start of the tour. CK Dreams Travel's indemnification right shall not be affected by the payment of the contractual fine.

If the amount of the contractual fine is determined differently in the Tour Agreement, the Parties shall be bound by the amount specified in the specific Tour Agreement.
6. If the Customer does not participate in the tour or use the agreed-upon service it shall be deemed withdrawal from the Agreement, therefore CK Dreams Travel shall have the right to claim a contractual fine in the amount of 100 % of the price for the tour and the air ticket. The price for the tour does not comprise special discounts provided by the Travel Agency and/or any contractually agreed-upon or legally specified payments to local and foreign service providers. CK Dreams Travel shall have the right offset the contractual fine hereunder against the price for the Tour or any part thereof paid by the Customer.
7. If the reason for the Customer' withdrawal from the Tour Agreement is the breach of CK Dreams Travel's obligations stipulated by the Tour Agreement or by law, CK Dreams Travel shall return back to the Customer without undue delay the whole amount received therefrom as the payment of the price for the Tour under the cancelled Tour Agreement, whereas the Customer shall not be obliged to pay CK Dreams Travel any contractual fine. The Customer's indemnification right shall not be affected thereby.
8. If CK Dreams Travel withdraws from the Tour Agreement due to the cancellation of the Tour before the start thereof, the Customer shall have the right to be provided by CK Dreams Travel - based on a new agreement - another tour at least of the same quality as the services agreed-upon in the original Tour Agreement, provided that CK Dreams Travel is able to offer such tour.
9. When an agreement is made in accordance with paragraph 8 above, any payment made under the original Tour Agreement shall be considered payment made under the new agreement. If the price for the new tour is less than the amounts already paid, CK Dreams Travel shall return the difference to the Customer without undue delay.
10. If a tour is cancelled by CK Dreams Travel within less than 20 days before the start of the tour, the Customer shall be entitled to adequate indemnification.

Article VII

Complaint and liability for damage

1. CK Dreams Travel shall be liable towards the Customer for any breach of the obligations arising from the Tour Agreement made irrespective of whether such obligations have to be met by CK Dreams Travel or by other service providers providing services during the course of the Tour. The Customer shall be obliged to exercise the right for elimination of incorrectly provided service without undue delay by claiming the same from the service provider or the appointed representative of CK Dreams Travel of which fact a written record needs to be made in cooperation with the representative of CK Dreams Travel (Complaint Protocol).
2. If CK Dreams Travel does not meet the obligations arising to it from the Tour Agreement or from the law duly and in due time, the Customer shall claim its right from CK Dreams Travel in writing without undue delay, however not later than three months after the last day of the Tour or after the intended last day of the Tour according to the Tour Agreement, if the Tour did not take place, otherwise the Customer's right shall extinct. In case of any incorrectly provided service, the Customer may only raise a claim upon the submission of the written record (Complaint Protocol) made in accordance with paragraph 1 above.
3. If, after the start of the Tour, the Customer is not provided by CK Dreams Travel any service or any substantial part thereof duly and in due time, or if the CK Dreams Travel discovers that it will not be able to provide the same even if bound by the Tour Agreement, CK Dreams shall be obliged to take - without undue delay - measures allowing the Tour to continue.
4. If the continuance of the Tour cannot be otherwise provided for than by services of lower quality than the services specified in the Tour Agreement, CK Dreams Travel shall be obliged to return back to the Customer the difference between the price of the services offered and the price of the services rendered.
5. If services under paragraph 4 above cannot be provided for or if the Customer does not accept the same, CK Dreams Travel shall be obliged to return back to the Customer the price difference. If transportation is included in the Tour, CK Dreams Travel shall be obliged to provide the Customer transportation back to the place of departure or to any other place of return accepted by the Customer including any replacement accommodation and boarding needed. If transportation is provided for by other means of transportation than the one agreed-upon in the Agreement, CK Dreams Travel shall be obliged to pay back the price difference if transportation is provided for at lower costs or cover the price difference from its own resources if transportation is provided for at higher cost.
6. CK Dreams Travel may be released of its liability for damage caused by withdrawal from the Tour Agreement or breach of its obligations if it can prove that such damage was not caused by CK Dreams and/or by the service providers but the damage was caused by:
 - a) the Customer;
 - b) by a third party not relating to the provision of the Tour;
 - c) by an event that could not be prevented even with all the efforts or was the consequence of extraordinary and unforeseeable circumstances.
7. Subject matter of complaint shall not be considered any damage or loss of property caused to the Customer and covered by the policy with the insurer based on the travel insurance and/or any damage and loss of property expressly exempt from the insurance coverage.
8. If the Customer is deported from the country or place of stay in consequence of the breach or failure to meet the obligations laid down by legal regulations applicable and effective in the place of stay or if any preventive measure or sanction is taken and imposed with respect to the Customer, the Customer shall have no right to claim from CK Dreams Travel any compensation for the damage, costs or any other loss incurred in this context.
9. CK Dreams Travel points out the fact that some means of travel might be delayed in consequence of events that could not be prevented by any effort or were caused by extraordinary and unforeseeable circumstances (such as technical and operating reasons, bad weather conditions, etc.) for which CK Dreams Travel shall not be held liable. CK Dreams Travel shall not be liable for any damage incurred by the Customer in connection with any delay of the transportation means.
10. CK Dreams Travel shall not be liable for any damage incurred by the Customer in consequence of the fact that the Customer did not raise its justified claims against the respective airline in accordance with the Regulation of the European Parliament and the Council (EC) no. 261/2004 of 11 February 2004 if the Customer was denied boarding, or if the flight was cancelled or delayed.
11. CK Dreams Travel shall not be liable for the quality and the scope of services rendered by third-party suppliers that the Customer ordered individually during the course of the Tour.

12. Any and all complaints made hereunder shall be handled by CK Dreams Travel within 30 days after the receipt of the complaint, which it shall confirm by issuing (sending) the Customer a written confirmation.

Article VIII

Travel Agency's bankruptcy insurance, Customer's travel insurance

1. CK Dreams Travel represents and warrants that it has effected a mandatory policy covering the tour based on which the Customer shall have the right to claim payments where CK Dream travel in consequence of going bankrupt:
 - a) does not provide the Customer transportation from the place of stay abroad to the intended destination or to the Slovak Republic if such transportation is part of the tour;
 - b) does not return back to the Customer the advance payment made or the price for the tour paid if the tour was not provided;
 - c) does not pay back to the Customer the difference between the price for the tour and the price for the part of the tour provided if the tour was provided partially.
2. The insurer with whom CK Dreams Travel effected the mandatory policy covering the tour is Europäische Reiseversicherung AG, branch Slovakia located in: Pribinova 25, 811 09 Bratislava, correspondence address: P.O.Box 4, 810 11 Bratislava, Company Identification Number 36 681 512, registered in the Commercial Register of District Court Bratislava I, section Po, file no. 1419/B.
3. Document confirming that mandatory contract on insurance of the tour under paragraph 1 above was made and comprising the information on the insurance coverage, specifying particularly the insurer, the terms and conditions of the insurance coverage and the manner of reporting of events shall be integral part of the Tour Agreement.
4. If CK Dreams Travel does not provide transportation to the Customer from the place of stay abroad to the intended destination or to the Slovak Republic, the insurer shall provide insurance benefit in the form of finance for the transportation from the place of stay abroad to the destination or to the Slovak Republic including any accommodation and boarding necessary until the departure. The Travel Agency shall be obliged to arrange and provide for such transportation including any accommodation and boarding necessary through its appointed employee or any organisation providing such services on contractual basis. If the transportation including any accommodation and boarding are provided for individually by the Customer at their own costs, the insurer shall reimburse such accommodation to the Customer only up to the amount that the insurer would have spent if the transportation, accommodation and boarding would be arranged by the Travel Agency through its appointed employee or the organisation providing such services on contractual basis. The insurer shall provide the insurance benefit immediately after verification of the reportable event, however, not later than within 24 hours. Reportable event does not need to be reported in writing.
5. Customer's claims against CK Dreams Travel resulting from CK Dreams Travel's failure to perform the Tour Agreement in cases as specified in paragraph 1 of these GBTC shall pass to the insurer up to the amount of the insurance benefit provided to the Customer by the insurer.
6. The Tour Agreement (the price for the tour) does not comprise the tour participants' insurance during the course of the tour (travel insurance, insurance of assets, cancellation, etc.). The Customer shall be obliged to arrange travel insurance covering the period of time of the tour through CK Dreams Travel or individually and provide a confirmation thereof to CK Dreams Travel before the start of the tour. If the Customer is not able to prove that it has made a policy providing travel insurance, CK Dreams Travel shall have the right to withdraw from the Tour Agreement.

Article IX

Visa

1. Throughout the course of the tour the Customer being subject to visa obligation shall have valid visa allowing it to enter the countries to be visited as part of the tour. Following an agreement with the Customer, CK Dreams Travel will arrange the provision of relevant visa to the Customer for a fee specified in the Tour Agreement. If visas are arranged by the Customer individually, the Customer shall be obliged to provide CK Dreams Travel not later than 30 days from the start of the tour a document proving that visa were granted to the Customer for the whole duration of the tour. If the Customer is not able to prove that it has been granted a valid visa, CK Dreams Travel shall have the right to withdraw from the Tour Agreement.

2. If visas are arranged by CK Dreams Travel, the Customer shall be obliged to provide CK Dreams Travel the cooperation needed to procure and arrange the provision of visa and provide CK Dreams Travel the data requested in due time and inform the Travel Agency without undue delay on any change of such data, prove such changes, and present the documents requested by the Travel Agency.
3. CK Dreams Travel shall not be liable for the problems, if any, arising from the failure to obtain visa, failure to obtain the visa in due time in consequence of the Customer's obligations arising from these GBTC, from the Tour Agreement, and from applicable legal regulations, and/or in consequence of any event that could not be prevented with all the efforts, or in consequence of extraordinary circumstances that could not have been expected.

Article X Personal data protection

1. By signing the Tour Agreement, the Customer grants CK Dreams Travel an express consent to process the personal data specified in the Tour Agreement including the generally applicable identifier (birth certificate number) in accordance with relevant provisions of Act no. 122/2013 Coll. on personal data protection as amended. The Customer represents and warrants that it has the consent of third parties for which the Tour Agreement was made to provide such third parties' personal data to CK Dreams Travel for the purpose of processing such personal data in compliance herewith.
2. The purpose of personal data processing is creating the conditions allowing the Travel Agency to meet the obligations arising to it from the Tour Agreement and for the purpose of offering services provided and mediated by CK Dreams Travel for acquisition purposes. The data provided may be made available only to employees of CK Dreams Travel and to persons authorised to offer and provide services of CK Dreams Travel.
3. The Customer's consent shall remain valid until a written withdrawal therefrom.

Article XI Final provisions

1. By signing the Tour Agreement the Customer confirms that it is familiar with the General Business Terms and Conditions as well as with the information and contractual terms and conditions specified in the catalogues, price lists and other materials of CK Dreams Travel, agrees thereto and accepts the same fully.
2. Any communication and/or notification to be made hereunder needs to be in writing and delivered to the Party concerned in person or by registered letter or any other registered mail to the address specified in the Tour Agreement unless otherwise determined or agreed by the Parties in writing.
3. Communications by mail shall be considered delivered on the 3rd (third) day after the date of provable delivery to the address of the Party concerned or to a later address communicated to the other Party in writing. Relevant written documents shall be considered delivered also if they are returned back to sender because their delivery to the recipient has failed, was rejected or made void by the recipient's conduct or omission.
4. In case of lack of time, CK Dreams Travel shall also have the right to notify the Customer of the contents of the written document by phone, fax or e-mail, whereas the obligation to deliver the written document in the manner specified in paragraph 2 above shall remain. Nevertheless, in such case the effects of such delivery shall start as of the moment of the notification by phone, provable delivery of the fax or e-mail communication.
5. Rights and obligations of the Parties based on the Tour Agreement that are not governed by these GBTC shall be subject to relevant provisions of Act no. 281/2001 Coll. on tours, terms and conditions of travel agency business, and the Civil Code.