

Terms & Conditions

These terms and conditions set out the terms on which **VOX Travel spol. s r. o.**, the company incorporated under the Act no. 513/1991 Coll., Commercial Code in Czech rep. (registered number 276 40 639) and having its registered office at Žitná 49, 110 00 Prague 1 agrees to conclude the contract with the Customer and provide to the Customer a broker service, providing reservations for accommodation and where applicable, another travel arrangements.

By completing and sending the Reservation form the Customer agrees and he/she is affirmatively stating that he/she have carefully read and understand the terms set forth in this agreement and he/she agrees to be bound by the terms of this agreement.

1. DEFINITIONS

1. **VOX** means VOX Travel spol. s r. o.
2. **Customer** means a person (natural or legal) using the services of VOX. In case the Customer is a natural person it has to be an adult according to the law of the Slovak republic (18 years of age) and according to the law of its home country.
3. **Group** means the organized group of Customers, represented by Leader.
4. **Leader** (leader of the Group) means a person (natural or legal) making the reservation on behalf of Customers organized into the Group. The Leader is responsible for communication between VOX and the Group members.
5. **Activity** means a social event arranged by VOX. It doesn't include the accommodation.
6. **Service** means an accommodation, transportation, Activity or other travel arrangements facilitated by VOX, without specific distinction.
7. **Package** means the prearranged combination of accommodation, Activities and transportation. It includes free T-shirt for each member of the Group.
8. **Reservation form** is the electronic sheet operated on the web page of VOX. Its submission to the VOX means a contractual offer with all legal consequences. In the case when Customer or Leader is a legal person, it has to be signed by a person authorized to act on its behalf.
9. **Supplier** means a person or persons providing the Services or their agents or employees

Words denoting the singular include also the plural.

2. CONCLUSION OF THE CONTRACT

1. This agreement is effective and shall come into force when VOX announces the Customer about acceptance of the Reservation form by e-mail, unless specified otherwise or unless different arrangements are agreed upon in a specific case.
2. The confirmation e-mail shall include the detailed information and documentation relevant to the Customer's order, the price calculation and the term in which the payment is due. The Customer shall check out all the details of the order as described in the confirmation e-mail, because the late complaints shall not be taken into consideration and VOX is not liable for any loss or damage arising from the negligence of the Customer.
3. Availability of the Customer's order is not guaranteed until VOX receives the price calculated in the confirmation e-mail.

- 4.If the price is not paid in the term set fourth in the confirmation e-mail, VOX reserves the right to cancel Customer's travel arrangements and to withdraw from the contract.
- 5.Whereas all Services and Activities are provided by VOX's Suppliers, VOX is not responsible for its actual availability. Only upon receiving the payment from the Customer, VOX shall confirm all the relevant bookings with the Suppliers.
- 6.In the case when VOX is unable to make arrangements as ordered by Customer in the Reservation form, it would inform the Customer immediately and offer him alternative arrangements. Whereas the substantial change of the Customer's order would occur and it would also affect the price, the contract is concluded in such a case only upon payment of the price, which means the Customer's consent with the change of the order.
- 7.VOX does however reserve the right to make minor changes of the arrangements set fourth in the Customer's order, provided that this would not affect the price and the quality of the Services and will inform Customer as soon as possible of any such changes (this would mean e.g. the change of the Supplier or time schedule).
- 8.VOX also reserves the right to change or to cancel the Service in a case it should not comply (by the fault of the Supplier) the safety, hygienic or other standards required by Czech legislature. In such a case Article 2.6. shall apply appropriately and/or VOX shall reimburse the relevant portion of the price to the Customer.
- 9.Upon the acceptance of these terms and conditions the Customer is also obligated to follow terms and conditions of VOX's Suppliers when using the Services or participating on the Activities.

3. SAFETY

- 1.VOX shall provide the Customer by all necessary safety equipment if the usage of such safety equipment is required by Czech legislature or recommended by Supplier.
- 2.The Customer hereby confirms that he/she will observe all safety instructions and legal regulations provided by VOX or the Supplier.
- 3.VOX is not liable for any loss or damage arising from the negligence of the Customer, breach of the Article 3.2. or any other misuse of the Service caused by the Customer.
- 4.VOX also reserves the right to cancel the performance of the Service because of substantial breach of the Article 3.2. or exclude any persons from Service in the case they do not observe relevant safety instructions and/or legal regulations without the right for indemnity.

4. LIABILITY

- 1.Whereas VOX is a brokerage company, it has no liability for any legal and/or factual aspect of the Service ordered by Customer, except of that arising from booking and it excludes the liability for any loss or damage, personal injury, harm or death, which results from the Service or which is in connection with the Service, except of that, which may be imposed by law of the Slovak republic.
- 2.Whereas all Services are provided by VOX's Suppliers, VOX do not provide the assurance that they are maintained or operated in the manner as presented by the Supplier or in compliance with safety, hygienic or other standards required by Czech legislature. Therefore VOX excludes any liability for a false representation or breach of implied warranties of any kind and does not accept liability for any loss or harm arising thereof. However, Article 2.8. shall apply in the case when VOX finds out such circumstances.

- 3.VOX also excludes any liability for an act of omission beyond its control or an influence of force major.
- 4.The liability of VOX is also included in articles 2.3., 2.5., 3.3., 6.1. and 9.2. of these terms and conditions.

5. INSURANCE

- 1.VOX does not provide any insurance. Therefore it is the responsibility of the Customer to insure himself properly in dependence on a sort of planned activities and especially in respect to the ordered Services. VOX reserves the right to cancel this contract or particular Service without refund or the right for an indemnity in case the Customer is not insured to cover all risks arising or associated with this contract, Service or Activity in particular (note: some of the Activities are qualified by insurance agencies as risky or highly risky).

6. ACCOMODATION

- 1.VOX is not liable for any loss or damage related neither to the accommodation, nor for the availability and conditions of the accommodation itself. The Customer agrees to settle with the hotel management any extraordinary expenses arising from specific hotel services or damage (including loss) on the hotel property. It should be required to submit on request of the hotel management a valid credit card with authorization to the payments mentioned above. If the Customer does not provide such an authority, VOX reserves the right to cancel the booking and the Customer may not be granted permission to use the hotel services.
- 2.The Customer should deposit to the hotel safe/security box all credentials, jewelry or any other valuable property.
- 3.The Customer is obligated to follow the terms and conditions of the accommodation valid in the particular hotel.

7. PRICE

- 1.The price submitted to the Customer by VOX is fixed.
- 2.In the case of price changes on the side of Suppliers, the Customer shall pay the price valid at the time of reservation.
- 3.The Customer is obliged to pay the deposit as described in the Article 8.
- 4.The price of each activity, regardless it was booked in the package, consists of the elements described under each activity on VOX's web page. Unless presented otherwise, the price does not include food and beverages.

8. DEPOSIT

- 1.The deposit is non-refundable, with exception set fourth in the Article 15.
- 2.The Customer is obliged to pay the deposit in the minimum amount 25% of the total price. If the reservation was made for the Group, the total price means the total price of the Group reservation.
- 3.Notwithstanding the Article 8.2., the Customer is allowed to pay the full amount of the total price instead of making the deposit.
- 4.The Customer shall be provided with the exact information of the total price calculation and the amount of the deposit in the confirmation e-mail. The information shall also contain the due date determined for the payment of the deposit.

9. PAYMENT AND INVOICE

- 1.VOX accepts payment by VISA or MASTERCARD through the CardPay service provided by Tatra Banka a.s. The payment shall be settled in Slovak Crowns (SVK) at the exchange rate valid on the date of transaction according to SNB.

2. VOX is not responsible for the differences in exchange rates, fees related to the transactions or other expenses related to the monetary transactions unless specified differently.
3. Upon receipt of the deposit and prior to the arrival of the Customer, VOX shall send to the Customer a voucher containing the information about the travel arrangements that serves also as a confirmation of the Customer's payment.
4. The Customer shall pay the difference between the deposit and the total price upon arrival, providing that he doesn't paid the total price instead of deposit. The payment shall be settled with the authorized person and the Customer shall obtain the invoice issued on the total price.

10. AMENDMENTS

1. VOX does not charge any fees for changes and amendments of the travel arrangements, unless they are made seven or more days before the arrival of the Customer.
2. The changes or amendments, which are made less than seven days before the arrival of the Customer, are considered as cancellation.
3. Amendments shall be made only in writing.
4. In the case when changes or amendments are made, the total price shall be modified according to the new travel arrangements.
5. In the case when VOX is unable to change the travel arrangements after Customer's reservation according to the new requirements of the Customer and the Customer doesn't accept the original travel arrangements, VOX is entitled to cancel the whole order. When this occurs, Article 11.2. shall apply.

11. CANCELLATION

1. The Customer has the right to cancel travel arrangements at any time by a written notice.
2. When cancellation occurs more than seven days before the arrival of the Customer, VOX is entitled to charge cancellation fee in amount equal to the deposit height. In case the cancellation occurs less than seven days before the arrival of the Customer, VOX is entitled to charge cancellation fee in amount equal to the 100% of the total price. This applies equally to the Group cancellations or individual cancellations concerning the Group member.

12. LATE ARRIVALS AND DELAYS

1. VOX reserves the right to cancel services without refund in case of late arrival or absence of the Customer.

13. AMENDMENTS AND CANCELLATIONS MADE VOX

1. If the Customer does not paid the deposit for travel arrangements in due date specified in confirmation e-mail or in the case of unavailability of required service, VOX reserves the right to cancel Customer's bookings.
2. VOX also reserves the right to amend or cancel Customer's travel arrangements in case of force major, which include war, threat of war, riots, civil strike, terrorist activity, natural or nuclear disasters, fire and other similar circumstances beyond VOX's control. In such a case, VOX shall return all payments made by Customer, including the deposit.
3. VOX in addition reserves the right to end or cancel the Service in case the behavior of the Customer or the Group is likely in the opinion of VOX or its Suppliers to cause distress, damage, danger to or to annoy other Customers, employees, property or anyone else. If the Group is prevented from participation on the Service because any person in authority considers any member of the Group appears to be unfit to participate or likely to cause discomfort to or disturb other Customers or

anyone else, VOX will not be liable to complete the program arrangements of the Service and will subsequently not be liable for any refund, compensation or any other costs incurred by the Group members. VOX cannot accept liability for the behavior of the Customers or the third persons in the accommodation facilities and/or taking part in any Activity and/or Service and/or if any facilities or services are removed as a result of their action. Such cases remain completely at the civil or criminal responsibility of the persons involved.

4. VOX shall cancel the travel arrangements of the Customer without refund in case the Customer fail to provide the proper insurance in dependence on sort of planned activities.
5. VOX shall also amend or cancel Customer's travel arrangements in case the Customer's health conditions may affect his/her or others well-being negatively or VOX considers any of the Services too dangerous or inappropriate. In that case, the provisions of Article 10.4. and 11.2. shall apply appropriately.
6. The right of VOX to amend, change or cancel the travel arrangements of the Customer is also included in Articles 2.7., 2.8., 3.4., 5.1., 6.1., and 10.5. of these terms and conditions.

14. GENERAL OBLIGATIONS OF THE PARTIES

1. The Customer is obliged to pay the price as agreed, to follow the instructions of its guide or instructor, to indemnify all induced damages and to arrive in time to the specified place for starting the ordered holiday properly.
2. VOX is obliged to facilitate the Services as agreed, in defined and agreed standards. VOX is also obliged to provide Customer with all necessary documentation and information for the respective travel arrangements.

15. CLAIMS AND COMPLAINS

1. Customer is supposed to solve the claims and complains in respect to the specific Services with the relevant Supplier. In case the Customer is unable to do so from the reasons of objective nature, the claims and complains should be submitted to the Supplier by means of VOX, either using the phone number +421 902 717 899 or in writing to the e-mail address info@stagba.com or to the mail address of VOX. The claims and complains shall indicate all the relevant information.
2. VOX shall inform the Customer about its claim resolution not later then 30 days from the submission of the claim to VOX.

16. PRIVACY POLICY

1. VOX saves Customer's personal data according to the Act No. 428/2002 Coll., Personal Data Protection Act.
2. The Customer agrees that it should be used for the marketing purposes; however VOX is not entitled to provide them to any third party.
3. The Customer is entitled to ask for his/her personal data and for its change or deletion.