

# 1. General terms and conditions for participation in tours (expeditions)

## GENERAL TERMS AND CONDITIONS OF BLUE RELIGION S.R.O.

General Terms and Conditions (hereinafter referred to as "**GTC**") of Blue Religion s.r.o. with its registered office at Kľincová 37, 821 08 Bratislava, ID No.: 45 565 180, registered in the Commercial Register of the District Court Bratislava III, Section Sro, Insert No. 66034/B (hereinafter referred to as "**Blue Religion**") apply to all tours organized by Blue Religion and these GTC form an integral part of the Tour Contract (hereinafter referred to as the "**Tour Contract**"), which Blue Religion concludes with the traveller pursuant to Act No. 170/2018 Coll. on Tours, Related Tourism Services, Certain Terms and Conditions of Business in the Tourism Industry and on Amendments and Additions to Certain Acts (hereinafter referred to as the "**Tour Act**").

Blue Religion is a travel agency that organizes expedition tours (hereinafter referred to as the "**Tours**") through a combination of tourism services to explore the wildlife of the seas and oceans, particularly sharks, whales and a variety of other wildlife. It is the intention of Blue Religion to generate a profit through the organisation and sale of the Tours, the main part of which will be used for the purpose of helping and saving the underwater world.

Blue Religion offers its services through the portal [www.bluereligion.org](http://www.bluereligion.org) (hereinafter referred to as the "**Portal**"), which is an online platform where the Traveller can book and purchase the Tour of his/her choice. In addition to purchasing a Tour, the Traveller has the opportunity to support Blue Religion's volunteer work, volunteer in Blue Religion's lifesaving efforts, or find information about ocean conservation.

The Traveller fully understands that the sharks, whales and other animals he/she travels to see through Blue Religion Travel Agency are wild animals and their presence cannot be guaranteed.

The Traveller also fully understands that no financial compensation will be provided for any or limited sharks, whales and other wildlife encountered during the tour (expedition).

By concluding the Tour Contract, the Traveller acknowledges that the Tours arranged or organized by Blue Religion for the Traveller are a specific product with regard to their nature, the way they are organized, the countries visited and the conditions and factors in them (social, political-economic, permitting and other procedures related to entering and staying in the country, etc.).

Due to the specific nature of the product, the Traveller acknowledges that when organising and participating in the Tour, it is necessary to take into account possible changes in any part of the preparation and organisation of the Tour (e.g. changes to the programme, timetable, itinerary, accommodation, mode of transport, meals, etc.), depending on the actual possibility or impossibility of entering the country, the possibility or availability of providing or using the services on the Tour, which are beyond Blue Religion's control.

All of the aforementioned circumstances affecting the Tour constitute an extraordinary, unforeseeable, unavoidable and faultless event beyond the control of Blue Religion and Blue Religion shall not be liable for their occurrence and consequences (including their impact on the Tour), unless otherwise provided for in the Tour Act or these GTC.

The Traveller also acknowledges that participation in the selected Tour may be physically demanding and may require physical fitness. The Traveller is fully aware of his/her medical condition and accepts full responsibility for any possible injuries and their consequences of any nature whatsoever. Blue Religion Travel Agency is not responsible for injuries and their consequences caused by the Traveller overestimating his/her strength or giving false information in any examinations, questionnaires or statements regarding his/her health condition, unless otherwise provided for in the Tour Act or these GTC.

**Article I.     Introductory provisions, conclusion of the Tour Contract**

1. The parties to the Tour Contract are (i) **Blue Religion Travel Agency** and (ii) the **Traveller**, who is primarily the person who has entered into the Tour Contract with Blue Religion Travel Agency in writing or in any other appropriate form, such as through [www.bluereligion.org](http://www.bluereligion.org) or otherwise in accordance with these GTC (the "**Traveller**").
2. These GTC also apply in their entirety to Tours organised by Blue Religion which are not part of the current Blue Religion tour offer, but are tailor-made, i.e. to Tours organised according to the specific requirements of the Traveller, as well as to any sub-services individually requested by the Traveller (e.g. special arrangements for accommodation, transport, etc.).
3. When concluding the Tour Contract, the following persons may act on behalf of third parties:
  - a) on behalf of minor children and other persons who have a legal guardian, always only their legal guardian or a person authorised by the legal guardian;
  - b) on behalf of other persons who do not conclude the Tour Contract in person but by proxy, only the person who has been duly authorised in writing to conclude the Tour Contract on behalf of these persons as Travellers and has the right to provide the personal data of these represented Travellers.
4. The person concluding the Tour Contract on behalf of a third party declares that he/she has the right to conclude this Tour Contract on behalf of the third party pursuant to Article I, point 3 of these GTC. Blue Religion reserves the right at any time to verify the authority of the representative entering into the Tour Contract by requesting a written power of attorney or other documentation from the representative. In the event that the declaration made by the representative under this clause of the GTC is false or the representative fails to prove authority to represent the Travellers, Blue Religion shall be entitled to:
  - a) refuse to conclude the Tour Contract and/or
  - b) withdraw from the Tour Contract so concluded and/or
  - c) require the person who has entered into the Tour Contract on behalf of a third party without the necessary authorisation to fulfil all obligations under the Tour Contract, the General Terms and Conditions and the Tour Act, or to fully compensate Blue Religion for any damage that Blue Religion incurs.
5. If the Traveller orders a Tour for several persons under the Tour Contract or if the Tour is transferred to a third person, and if these GTC, the Tour Act or the nature of the right or obligation does not imply otherwise, the Traveller together with other persons specified in the Tour Contract or person or persons to whom the Tour has been transferred, are jointly and severally entitled and obliged to all rights and obligations. For the avoidance of doubt, if more than one person acts on behalf of the Traveller, these GTC also refer to them in the singular number "Traveller" for the avoidance of doubt.
6. The Tour Contract shall be in writing or in any other appropriate form determined by Blue Religion in accordance with the Tour Act. The Tour Contract may also be concluded using the [bluereligion.org](http://bluereligion.org) portal, through which the Traveller (in person or through a representative) sends his/her Tour order (e.g. by email) to the Blue Religion travel agency. In order to send the order, it is necessary to agree to these Terms and Conditions and the Privacy Policy, which are an integral part of the Tour Contract. By agreeing to the TGC, the Privacy Policy, submitting the order, Blue Religion confirming the order to the Traveller's email address and the Traveller paying a deposit of 30% of the Tour Price, the order is binding

on the Traveller. Completion of the order is done by sending a Tour Contract Confirmation to the Traveller's email address.

7. In the event that the Tour Contract has not been concluded according to Article I. point 6. of these GTC, the Tour Contract shall be deemed to be concluded and shall enter into force and effect upon its signing by both parties and upon partial payment of the deposit for the Tour (if agreed) or payment of the Tour Price according to the Tour Contract.
8. By concluding the Tour Contract, Blue Religion undertakes to provide the Traveller with all the agreed services within the scope and quality agreed between the parties.
9. As a rule, persons under 18 years of age may participate in the Tour only accompanied by a person who has reached the age of 18 years at the time of conclusion of the Tour Contract, and only on the basis of a power of attorney signed by the minor's legal guardians (in particular parents). Such person shall be fully responsible for the entrusted minor during the duration of the Tour (i.e. from the commencement of the Tour until his/her return). Persons under 18 years of age may also participate in the Tour unaccompanied by a person over 18 years of age, on their own responsibility and solely on the basis of a power of attorney signed by the minor's legal representatives (in particular parents). Other persons whose health or other condition so requires may participate in the Tour only in the presence of an adult who assumes responsibility for them. Participation in the Tour by persons under the age of 18 is subject to the prior express consent of Blue Religion, and Travellers under the age of 18 acknowledge that there may be activities during the Tour in which they will be unable to participate due to their age.

#### **Article II. Tour price, payment terms**

1. The total prices of the Tours organised or provided by Blue Religion (hereinafter referred to as the "**Tour Price**") are indicated in the current offer, in particular on the Portal, whereby for each specific Tour it is indicated what the Tour Price includes. The Tour Price is calculated per person staying generally in a room for two persons, unless otherwise stated in the description of the Tour. The Tour Price is subject to change prior to the conclusion of the Tour Contract, based on any individual requirements of the Traveller. The Tour Price in the concluded Tour Contract is final and the Traveller acknowledges that in case of non-use of some or part of the services due to reasons on the Traveller's side or for reasons for which Blue Religion is not responsible, the Traveller is not entitled to a discount on the Tour Price.
2. Blue Religion has the right to be paid the agreed Tour Price within a period of time to be set by Blue Religion and communicated to the Traveller, the Tour Price must always be paid before the start of the Tour. Unless otherwise expressly agreed, the Traveler is obliged to pay the agreed Tour Price as follows:
  - a) The first deposit in the amount of 30% of the Tour Price according to the confirmation of the Tour order delivered to the Traveller in accordance with Article I, point 6 of these General Terms and Conditions within 3 working days from the delivery of the confirmation, if the Tour Contract has been concluded in a manner other than in accordance with Article I, point 6 of these General Terms and Conditions, then within 3 days from the date of such conclusion of the Tour Contract;
  - b) A second deposit of 40% of the Tour Price within 119 days prior to the start of the Tour (i.e. 70% of the Tour Price must be paid 119 days prior to the start of the Tour);
  - c) the remaining balance of the Tour Price, including all mandatory payments and amounts not included in the Tour Price pursuant to the Tour Contract Confirmation, within the time period specified and communicated in writing by Blue Religion Travel Agency, generally 59 days prior to the commencement of the Tour;
  - d) if the Tour order is made less than 59 days before the commencement of the Tour, the Traveler shall pay the Tour Price according to the Confirmation of the Tour Contract delivered to the Traveler in accordance with Article I, point 6 of these General Terms and Conditions, no later than within 3 working days from the receipt of this confirmation;
  - e) if the Tour Contract is concluded in a manner other than in accordance with Article I, point 6 of the GTC within a period of less than 59 days before the commencement of the tour, the Traveller

shall pay the Tour Price, no later than within 3 working days from the conclusion of the Tour Contract.

3. The Traveller acknowledges that in accordance with these GTC, the Contract for the Tour is formed by even partial payment of the deposit or the Tour Price according to the confirmation of the Tour Order delivered to the Traveller in accordance with Article I, point 6 of these GTC or the signed version of the Contract for the Tour in accordance with Article I, point 7 of these GTC, unless otherwise expressly agreed by the Parties.
4. In the event that Blue Religion determines that the price of optional excursions within the Tour must be paid in advance (or prior to the commencement of the Tour), Blue Religion shall be entitled to require payment for such optional excursions in accordance with Article II, Section 2 of these GTC. If the Traveler fails to pay the determined price of an optional excursion, the Traveller shall not be entitled to participate in such optional excursion.
5. The Traveller has the possibility to choose one of the payment methods available on the Portal for the purpose of making payments, in particular he/she has the possibility to use the following payment methods:
  - a) **Payment via the Stripe platform** - payment is made via the payment service provider Stripe, Inc., based in San Francisco, United States of America, based on the credit or debit card details provided by the Traveller for the purpose of payment. The payment will be withdrawn by the Stripe platform and a confirmation of payment will be sent to the Traveller. Please note that a payment that has already been made is not refundable within the platform. This non-refundability does not affect any refund of payments under service claims under these GTC. For more information about its services, please visit <https://stripe.com/en-ch> or <https://support.stripe.com/>;
  - b) **Direct payment by bank transfer** - The Traveller can also make a payment directly by bank transfer. In order to make a direct payment, the Traveller will be notified of the details required to make the transfer to the account;
  - c) **Payment via Paypal** - the payment is made through the payment service provider PayPal Inc. (parent company of PayPal (Europe) S.à r.l. et Cie, S.C.A.) based in California, USA, based on the account that the Traveller has created on the Paypal platform. The execution of the payment through the Paypal platform is subject to the Paypal terms and conditions available on their website.
6. For payments for optional excursions, Blue Religion does not act as the recipient of your payment, in which case the service purchased will be provided by the recipient of that payment.
7. Any payments and fees for individual requests of the Traveller after the conclusion of the Tour Contract or outside its scope are payable in the amounts and within the time limits agreed with the Traveller on the basis of the specific offer for the requested services. Blue Religion shall have no obligation to accommodate any individual requests of the Traveler.
8. If the Tour Price is not paid in full, the agent (or the Traveller) who concluded the Tour Contract on behalf of or for the benefit of other persons mentioned in the Tour Contract is obliged to pay the Tour Price for these persons as well (regardless of the existence or non-existence of a power of attorney according to Article I, point 3 of these General Terms and Conditions or the fact whether any of these persons did not take part in the Tour).
9. Travellers and other persons specified in the Tour Contract have the right to the provision of the agreed services only after full payment of the Tour Price. In the event of default in payment of the agreed Tour Price or the advance payment thereof, Blue Religion shall be entitled to withdraw from the Tour Contract and to demand payment of a cancellation fee in accordance with these GTC.

**Article III. Tour itinerary, transport and luggage, travel documents, accommodation, meals, compulsory equipment, compulsory insurance**

1. The basic programme of the Tour is described in the current Blue Religion tour offer, in particular on the Portal. The Traveller acknowledges that the programme cannot be changed according to the Traveller's individual requirements.
2. If the Tour includes the services of a guide provided by Blue Religion travel agency (hereinafter referred to as "Guide"), the Traveller is obliged to respect his/her instructions. The Traveller is also obliged to respect the instructions of the drivers and other accompanying personnel (e.g. vehicle guides, local guides, etc.) and the security and administrative authorities of the respective country. The Traveller is obliged to observe the dates of arrival and departure of the means of transport and to respect the pre-determined and fixed departure time set or announced by the Guide at each intermediate stop, as well as to observe its other organisational instructions. In the event that the Traveller fails to arrive at the departure point of the means of transportation within the time specified by Blue Religion or the Guide, the Traveller will join the Tour at his/her own expense and responsibility at the next destination stop as specified in the Schedule.
3. If the Traveller's behaviour endangers the programme, safety and course of the Tour or demonstrably harasses other Travellers or if he/she otherwise violates these GTC, the valid legal regulations of the Slovak Republic or the visited country, he/she may be immediately excluded from the Tour without financial compensation, while he/she is obliged to be transported to the place of the start of the Tour or other agreed place at his/her own expense and responsibility.
4. In the event of a difference in the program between the program listed on the Portal and another form of offer of Tours, the information on the Portal shall prevail, unless further information prior to the Tour specifies otherwise.
5. The Traveller agrees that, in view of the nature of the Tours organised by Blue Religion, Blue Religion has the right to change the planned programme of the Tour due to the Traveller's current physical, mental or health condition, or due to adverse natural, political or security conditions, or due to the Traveller not being allowed to enter a given country or area, without any further claims by the Traveller to Blue Religion.
6. Some Blue Religion Tours include a program that, with the actual stay in exposed geographic conditions, assumes a certain physical and medical fitness of the Traveller and observance of local customs, and the Traveller is aware of the need to meet these prerequisites.
7. By entering into the Tour Contract, the Traveller expressly declares that he/she is aware that, taking into account the nature of the Tours organised by Blue Religion, these Tours are a specific product which, in the event of any unforeseen circumstances or unavoidable and extraordinary circumstances of force majeure, require the incurrence of additional expenses and costs to be borne by the Traveller. This includes, but is not limited to, the reimbursement of the cost of air tickets in order to maintain the continuation of the Tour or return home in the event of an unavoidable and extraordinary circumstance (e.g. war, terrorist attack, uprising, strikes, earthquake, other natural disasters, spread of contagious disease, decision of state authorities, embassies, e.g. in connection with the granting or not granting of visas, etc., or other threat to the safety, health or life of the Traveller) that makes the originally planned route of the Tour impassable.
8. The Traveller expressly agrees that Blue Religion is entitled to change the itinerary of the Tour, part of the Tour, the set programme of the Tour and the timetables of the programmes of the Tour, the implementation of which is made difficult or impossible due to unforeseeable extraordinary events (e.g. listed in Article III, clause 7 of these GTC), which could not have been foreseen at the time of conclusion of the contract and which could not have been prevented, whereby Blue Religion shall have the sole discretion to decide whether the Tour will be carried out and any recommendations of third parties shall not be binding on Blue Religion. In the event of non-acceptance of the modified/alternate itinerary, the Traveller agrees to reimburse Blue Religion for the actual extra costs incurred, and the Traveller shall be

entitled to separate from the Tour and be transported home at the Traveller's own expense, risk and liability; in such event, the Traveller shall have no claim against Blue Religion.

9. The Parties agree and the Traveller expressly agrees that due to the nature of the Tours organised by Blue Religion, which are a specific product, it is not considered a material change to the terms of the Contract:

- a) a change pursuant to Article III, point 7 of these GTC;
- b) change of accommodation to a higher or equal category for reasons for which Blue Religion is not responsible or which arise due to unforeseeable extraordinary circumstances/circumstances of force majeure;
- c) a change in the place of embarkation and disembarkation, time and place of departure or arrival;
- d) change of mode of carriage and defects in carriage (in particular but not limited to: delay of aircraft/train/other means of transport, change of transport operator, change of aircraft type, breakdown of means of transport).

10. The Traveller acknowledges that the sharks, whales and other animals that the Tour is organised to observe are wild animals and their presence cannot be ensured or guaranteed in any way. In view of the foregoing, he expressly agrees that he is not entitled to any financial or other compensation in the event of any or limited presence of sharks, whales and other wild animals during the Tour.

11. By entering into the Tour Contract, the Traveller acknowledges and expressly agrees that the Traveller is solely responsible for the performance of any sports and other optional activities during the Tour (e.g. swimming, snorkeling, freediving, diving, adrenaline activities and other sports and activities, etc.) which are not expressly included in the services provided as part of the purchased Tour and shall be performed at the Traveller's own risk and responsibility. Blue Religion Travel Agency shall not be liable for any possible consequences or damages incurred or suffered by the Traveller as a result of the performance of these activities. Blue Religion reserves the right to make participation in certain activities (e.g. swimming, snorkeling, freediving, scuba diving, adrenaline activities and other sports and activities, etc.) contingent upon the signing of a document relating to the specific activity (e.g. liability waiver, informed consent, etc.).

**12. Compulsory insurance:**

In the event that the Tour includes diving activities, only Travellers with a "SCUBA" diver qualification may participate in these activities, and must present their diving certificate to the appropriate Blue Religion staff member or other person responsible for checking such certificates at the location prior to the start of each diving activity. In the event that the Traveller holds the necessary certificate but has not dived in the 12 months prior to the commencement of the Tour, the Traveller is required to undertake a "refresher course" in scuba diving and to provide proof of completion of this course with the certificate prior to the commencement of the diving activity. At the same time, only a Traveller who has taken out a valid insurance for diving activities may participate in these diving activities. The necessary insurance can be obtained e.g. via [www.diveralertnetwork.org](http://www.diveralertnetwork.org) or [www.diveassure.com](http://www.diveassure.com), which offer comprehensive insurance packages specifically designed for divers. A Traveller who does not have the necessary insurance is not entitled to participate in the Tour. Blue Religion has the right to require and the Traveller has the obligation to prove the validity of the necessary insurance.

**13. Mandatory equipment:**

The Traveller acknowledges that the diving equipment used is a BCD, a regulator with 1st stage, primary and alternate 2nd stage, gauges with a dive computer, emergency signalling equipment including a high visibility signalling device such as a safety sausage, and an audible signalling device (e.g. a whistle). Travellers planning to participate in diving activities on the Tour are required to bring their own equipment - at a minimum a BCD, a regulator with 1st stage, primary and alternate 2nd stage, gauges and a dive computer, an emergency signalling device including a high visibility signalling device such as a safety sausage, and an audible signalling device (e.g. a whistle). If the Traveller's own equipment does not meet the minimum standards set by Blue Religion or the Traveller fails to bring his or her own equipment, Blue Religion may rent suitable equipment to the Traveller for a fee. If any equipment or

property belonging to Blue Religion is damaged or lost, the Traveller who caused the damage or loss shall be liable to compensate Blue Religion for the loss incurred. Blue Religion shall not be liable for any loss or damage to any equipment belonging to the Traveller.

14. Blue Religion applies strict safety guidelines for diving and any activities in the water (freediving, snorkeling) and strictly prohibits the performance of any of these activities under the influence of alcohol or any other narcotic or psychotropic substances. Blue Religion reserves the right to subject the Traveller to a breath or other test to detect the presence of alcohol or narcotic or psychotropic substances in the Traveller's body prior to the commencement of such activities under Blue Religion's supervision and not to allow the Traveller to engage in such activities if alcohol/narcotic/psychotropic substances are detected or if the Traveller refuses to take the test or if there are valid reasons, for which Blue Religion may believe that the Traveller has consumed alcohol or narcotic or psychotropic substances within a time frame that could in any way affect the Traveller's ability to safely perform diving or other activities in the water. The Divemaster on board the vessel has the sole discretion to decide whether to allow the Traveller to engage in diving or other activities in the water.
15. By entering into the Tour Contract, the Traveller acknowledges and expressly agrees that Blue Religion is not responsible for his/her physical and mental ability to perform any sporting or other optional activities and no compensation will be given for failure to take advantage of such services due to inability to participate.

**16. Transport and baggage:**

The Traveller acknowledges and agrees that the Tour may be extended or shortened by up to  $\pm 2$  days for technical reasons, but Blue Religion undertakes to adhere to the Tour programme and the Tour Price will remain unchanged. Blue Religion shall not be liable for any transport defects (delays, missed connections, vehicle breakdowns, etc.), nor for the consequences arising therefrom.

Weight limits and other restrictions imposed by airlines or other carriers vary widely from Tour to Tour. Blue Religion cannot accept any liability for loss or damage to baggage or personal property or charge for excess baggage.

**17. Travel documents:**

The Traveller acknowledges that the data entered in the Tour booking process, in particular the first and last name, must be identical in its entirety to the data provided in the travel document that will be used to legitimise the Traveller during the Tour, and that in the event of any discrepancy in the data, the Traveller shall be fully liable for any damages incurred by Blue Religion as a result and shall be obliged to pay in full any additional costs incurred in this respect. Blue Religion will provide the Traveller with basic information regarding visa requirements for all countries visited on the Tour. In the event that participation in the Tour requires the provision of a visa for a given country, the Traveller shall be responsible for securing the visa at his/her own cost and responsibility, unless otherwise expressly agreed with Blue Religion. Also, if the Traveller wishes to extend the Tour individually to another destination where the Traveller has visa or other entry permit requirements, the Traveller must verify the required number of free pages in the passport and secure the entry permit at the Traveller's own cost and responsibility, unless otherwise expressly agreed with Blue Religion. Blue Religion shall not be liable for any inability to participate in the Tour due to the Traveller's failure to have a valid entry permit duly issued for the country in question or to have other necessary documents required to complete the Tour.

**18. Accommodation:**

For most Tours, the Traveller stays in hotels of medium and higher category (according to local hotel categorization and information known to Blue Religion travel agency), usually in rooms for two persons. In the event that it is not possible to double-book each single Traveller with a person of the same sex or the Traveller does not agree to be double-booked, Blue Religion will arrange for the Traveller to be accommodated in his/her own room for the duration of the Tour at an additional cost and the Traveller agrees to pay the additional cost of his/her own room in the amount stated in the supplementary price calculation for the Tour or otherwise in writing (e.g. a request for payment of the supplementary cost

sent by email). In the case of Tours involving a stay at sea, accommodation will be provided primarily in double cabins according to the capacity and class of the vessel concerned. The categorisation of the accommodation listed in the Tour offers is subject to Blue Religion's subjective assessment based on the local hotel categorisation, if any. Taking into account the nature of the Tours and depending on the capabilities of the location, the Traveller agrees that Blue Religion is entitled to change the accommodation if the accommodation procured and other related services are of the same or higher category or standard, both prior to and directly during the Tour. A change of accommodation, if the accommodation and other related services procured are of the same or higher category, shall not be grounds for cancellation of the Tour Contract by the Traveller, nor for a claim for defective performance.

**19. Meals:**

In the current Blue Religion Tours offer published on the Portal Blue Religion indicates whether and to what extent meals are included in the Tour Price.

**20. Healthcare:**

Blue Religion expressly recommends that the Traveller takes out comprehensive travel and medical expenses insurance abroad with the relevant insurance company. Blue Religion recommends a precautionary medical and dental check-up and preventive vaccinations prior to departure on the Tour. The Traveller should check with his/her physician for recommended and required vaccinations. Information regarding the need for and cost of vaccinations changes periodically and is neither influenced by Blue Religion nor is Blue Religion responsible for such information.

**21. Guide provided by Blue Religion**

The tour guide is a collaborative person providing support during the Tour who has passed the Blue Religion exams and has experience in the travel industry. For some Tours Blue Religion also uses the services of local guides. The guide usually joins the group at the arrival destination, most often in the arrival's hall or at the place of first accommodation, depending on the Tour programme. The Guide's services end on the day the Tour ends, unless otherwise agreed. As a rule, the Guide communicates with the Travellers in Slovak or Czech or English. The Traveller will be informed about the language skills of the Guide before the start of the Tour.

**Article IV. Rights and Obligations of the Parties**

**1. The basic rights of the Traveller include:**

- a) the right to the provision of contractually agreed and paid services to the agreed extent and quality;
- b) the right to request from Blue Religion information on all facts relating to the services contracted for and paid for;
- c) the right to be informed within the agreed or statutory time limits of any changes to the services contracted for and paid for;
- d) the right to protection of personal data provided by Blue Religion in connection with the Tour;
- e) the right to receive, no later than 7 days prior to the commencement of the Tour, further detailed information in writing on all facts which are important to the Traveller and which are known to Blue Religion, if they are not already contained in the Tour Contract or in other documents which have already been handed over or made available to the Traveller, in particular:
  - i. clarification of information provided in the Tour Contract that is not provided in other documents that have already been handed over or made available to the Traveller;
  - ii. details of how to contact the minor or a Blue Religion representative (including the Guide) at the Minor's place of residence if it is a Tour in which the minor is a participant;
  - iii. the name, location or contact address and telephone number of a Blue Religion representative who may be contacted by the Traveller for assistance in the course of



the Tour and who is authorized to receive and handle the Traveller's complaints during the Tour within the scope of the Traveller's authority;

- iv. all necessary documents required by the Traveller to provide the agreed services (e.g. voucher for the hotel to provide the agreed accommodation and meals, document for the Blue Religion representative at the place of stay to provide the optional excursions);
- v. information about travel insurance abroad or the possibility of taking out such travel insurance.

- f) the right to be informed without delay of any changes to the programme of the Tour, the scope of services and the price;
- g) the right to cancel his/her participation in the Tour by withdrawing from the Tour Contract at any time prior to the commencement of the Tour under the terms and conditions set out in these GTC;
- h) the right to notify Blue Religion in writing prior to the commencement of the Tour that another person (hereinafter referred to as the "**New Traveller**") will take part in the Tour in his/her place, and may only do so within the time limit and under the conditions set out in these GTC; the notification must also include a declaration and signature of the New Traveller that he/she agrees to the concluded Tour Contract and meets all the agreed conditions for participation in the Tour. Upon Blue Religion's receipt of the Notice, the person named therein becomes a Traveller. The original Traveller and the New Traveller are jointly and severally liable for payment of the Tour Price and the costs incurred by Blue Religion in connection with the change of Traveller;
- i) the right to complain about services in accordance with the terms and conditions set out in these GTC.

2. The basic obligations of the Traveller include:

- a) to provide Blue Religion with the necessary cooperation for the proper procurement and provision of the agreed services, in particular to truthfully and completely state the data and information required by Blue Religion (as stated in the travel document or in the identity document on which the Traveller is travelling), to immediately notify and demonstrate changes to such data and to submit the documents required by Blue Religion;
- b) notify Blue Religion without undue delay of its opinion on any changes in the content of the agreed services, if they are deemed to be a change in a material term of the Tour Contract under these GTC;
- c) attach the power of attorney for the represented traveller in the case it's not his/her spouse or a minor child;
- d) notify the foreign nationality of the Traveller(s) in good time, at the latest before the Tour Contract enters into force;
- e) ensure that persons under 18 years of age and persons whose health or other condition so requires are accompanied and supervised by an adult and competent person in accordance with Article I, point 9 of these GTC and that a power of attorney signed by the minor's legal guardians in accordance with Article I, point 9 of these GTC is produced;
- f) pay the agreed Tour Price properly, on time and in full; if the Traveller fails to pay the Tour Price on time, Blue Religion has the right to withdraw from the Tour Contract;
- g) to arrive at the appointed time at the appointed place and be ready; in case of delay not caused by Blue Religion, the Traveller is obliged to transport himself/herself, at his/her own expense and responsibility, to the place corresponding to the timetable of the Tour;
- h) to follow the instructions of Blue Religion or the Guide during the Tour, to comply with the set program, the applicable regulations of the country visited, the accommodation regulations of the accommodation facility and the transport regulations of the means of transport used; to pay

for any damage caused by him/her in the accommodation facility or in the means of transport during the duration of the Tour;

- i) at all times during the Tour, comply with customs, passport, transport, security, health, hygiene and other laws of the countries to which he/she is travelling;
  - j) comply with vaccination and other health obligations when travelling to states for which such obligations are imposed;
  - k) carry all valid travel documents required for entry to the country visited, in particular travel document, visa and vaccination card (if required), proof of travel insurance if the Traveller is insured; the Traveller is obliged to obtain these documents himself, unless Blue Religion has specifically offered and provided such a service;
  - l) to act in such a way as to avoid damage to the property of Blue Religion travel agency or damage to the health and property of other Travellers on the Tour, service providers and other third parties. If it is suspected that the Traveller may endanger or damage the life or health of other Travellers on the Tour or third parties, the Traveller shall, upon Blue Religion's request, without delay and no later than the commencement of the Tour, produce a medical certificate which shows beyond reasonable doubt that such endangerment or damage will not be caused by the Traveller;
  - m) refrain from any action damaging or harassing to other Travellers on the Tour;
  - n) immediately report any changes to the personal data provided in the Tour Contract, in particular to the contact address, telephone or other contact details, etc., for the purpose of fulfilling the contractual obligations;
  - o) take care to properly and timely file any claims against service providers under these Terms and Conditions.
3. If, solely as a result of the failure to fulfil or breach of the obligations set out in Article IV, point 2 of these GTC, the Traveller incurs costs or damages, he/she is not entitled to claim compensation from Blue Religion. If, as a result of the failure to perform or breach of the obligations set forth above by the Traveller costs or damages are incurred by Blue Religion, Blue Religion shall be entitled to seek reimbursement from the Traveller for such costs or damages.
  4. Blue Religion shall not be obliged to procure or provide to the Traveller or persons for whose benefit the Tour Contract has been concluded any benefits beyond those agreed and paid for in advance.
  5. If the Traveller is in difficulty as a result of his/her own wilful act or negligence, Blue Religion is entitled to claim reimbursement from the Traveller for the assistance provided. The amount of the reimbursement shall not exceed the amount of the actual costs incurred by Blue Religion in assisting the Traveller.

#### **Article V. Changes to the agreed services, cancellation of the Tour by Blue Religion**

1. If Blue Religion is obliged to change a material term of the Tour Contract before the commencement of the Tour, Blue Religion will propose to the Traveller the necessary change to the Contract. However, the following shall not be deemed to be a change to the material terms of the Contract:
  - a) changes referred to in Article III, point 9 of these GTC;
  - b) changes during the Tour and the provision of an adequate alternative programme or a change to the scheduled programme of the Tour for reasons for which Blue Religion is not responsible or due to force majeure;
  - c) failure to provide the services of a Guide or Local Guide,
  - d) change of airline, aircraft type, route and time. If the proposed change to the contract results in a change to the Tour Price, the new price must be stated in the proposal. The Traveller has the right to decide whether to accept the change or to withdraw from the Tour Contract without payment of a cancellation fee (contractual penalty). The Traveller must notify Blue Religion in

writing of the decision within the time period specified by Blue Religion in the change proposal.

Otherwise, he/she is deemed to have agreed to the proposed change.

2. Blue Religion shall have sole discretion as to whether the Tour takes place. Blue Religion's execution of the Tour is subject to Blue Religion reaching the minimum number of Tour Travellers, and Blue Religion reserves the right to execute the Tour with fewer Travellers at its discretion.
3. Blue Religion further reserves the right to cancel the Tour as a result of events that cannot be prevented even with every effort or as a result of unusual and unforeseeable circumstances.
4. If Blue Religion cancels the Tour, it is obliged to notify the Traveller in writing without undue delay, no later than 21 days before the start of the Tour. Blue Religion may also do so within a shorter period if there are special reasons.

#### **Article VI. Withdrawal from the Tour Contract**

1. Blue Religion may withdraw from the Tour Contract prior to the commencement of the Tour for legal reasons or for breach of contractually agreed obligations by the Traveller.
2. Blue Religion may withdraw from the Tour Contract prior to the commencement of the Tour without any obligation to compensate the Traveller for any damage caused by such withdrawal, solely if
  - a) the number of participants in the Tour is less than the minimum number of participants required under the Tour Contract and Blue Religion withdraws from the Tour Contract within the period specified in the Tour Contract, but not later than
    - i. 20 days prior to the commencement of the Tour if it is a Tour lasting more than 6 days,
    - ii. 7 days prior to the commencement of the Tour if the Tour lasts from 2 days to 6 days,
    - iii. 48 hours before the start of the Tour for Tours lasting less than 2 days, or,
  - b) unavoidable and extraordinary circumstances prevent Blue Religion from performing the Tour Contract and Blue Religion notifies the Traveller of the cancellation of the Tour Contract immediately prior to the commencement of the Tour.
3. The Traveller has the right to withdraw from the contract at any time before the start of the Tour:
  - a) without giving a reason,
  - b) if he/she does not agree with the proposal to change the Tour Contract according to Article V., point 1 of these General Terms and Conditions,
  - c) due to a material breach of Blue Religion's obligations under the Tour Contract or a breach of the Tour Act.
4. The notice of cancellation shall be given by the Traveller in writing by delivering it electronically to Blue Religion at the email address: ..... or by sending it by registered post to Blue Religion. The effects of the cancellation shall commence on the date of delivery of the written notice of cancellation of the Tour Contract to the registered office address or the email address of Blue Religion as stated above.
5. If the reason for the Traveller's withdrawal from the Tour Contract is Blue Religion's breach of its obligations or if a new Tour Contract is not concluded in accordance with Article V, point 1 of these GTC, Blue Religion is obliged to return to the Traveller the entire amount received from him/her for the payment of the Tour Price according to the cancelled Contract within 60 days at the latest, while the Traveller is not obliged to pay Blue Religion any termination fee.
6. Unless the reason for the Traveller's withdrawal from the contract is a breach of Blue Religion's obligations as specified in the Tour Contract or the Tour Act, or if Blue Religion withdraws from the contract due to a breach of an obligation by the Traveller, the Traveller is obliged to pay Blue Religion a termination fee. The amount of the termination fee depends on the number of days remaining until the start of the Tour or the use of the agreed services and is determined as follows, the amounts quoted being valid for 1 person without distinction of age:
  - a) 120 days and more before the start of the Tour – termination fee of 30% of the Tour Price

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- b) 119 to 60 days before the start of the Tour – termination fee of 70% of the Tour Price
  - c) Less than 60 days before the commencement of the Tour – termination fee in the amount of the Tour Price.
7. If the Traveller does not join the Tour without prior withdrawal from the Tour Contract or does not voluntarily use the service during the Tour, he/she is obliged to pay the full Tour Price. The same applies if the Traveller is unable to embark on the Tour or use the service due to a breach of his/her obligations.
  8. Blue Religion will not claim termination fee:
    - a) if the Traveller provides a substitute for himself, i.e. a New Traveller. The original Traveller and the New Traveller are jointly and severally liable for payment of the Tour Price and for the costs incurred by Blue Religion in connection with the change of Traveller. The Original Traveller and the New Traveller shall notify Blue Religion immediately of the change of Traveller. The New Traveller shall arrange for their own entry permit and air tickets at their own cost and expense, unless otherwise agreed with Blue Religion;
    - b) upon cancellation of the Tour by Blue Religion.
  9. In determining the number of days for the calculation of the termination fee, the date on which the withdrawal from the Tour Contract takes effect is decisive, and this date is also included in the number of days.
  10. Blue Religion has the right to set off its claim for termination fee against its claim for the release of the deposit paid or the Tour Price paid or other services booked. If the termination fee is less than the Tour Price paid or services ordered, Blue Religion shall refund the difference from the Tour Price paid and/or services ordered to the Traveller within 15 days from the date of written notification of the account number to which the difference is to be credited. If the termination fee is higher, the Traveller is obliged to pay the unpaid part of the termination fee without delay, but no later than 7 days. The Traveller is not entitled to set off any of his/her claims against Blue Religion's claims.
  11. If the termination fee is not paid in full, the Traveller who concluded the Contract for other Travellers or for the benefit of other Travellers listed in the Contract is obliged to pay or make up the difference of the termination fee himself, even if it is later found that he concluded the Contract in violation of Article I, point 3 of these GTC or if one of the represented Travellers did not participate in the Tour.

**Article VII. Responsibility for the provision of the Tour**

1. Blue Religion is liable for breach of the Tour Contract even if other providers of tourism services have obligations regarding the services provided during the Tour.
2. If any of the tourism services are not provided in accordance with the Tour Contract, the Tour Act or a special regulation, or if they do not have the characteristics that the Traveller reasonably expected in view of the offer and the customs, the Traveller is obliged to notify Blue Religion or its authorised representative immediately of this fact.
3. Blue Religion shall, within a reasonable period of time specified by the Traveller, remedy the breach by bringing the Tour Service into compliance with the Tour Contract, the Tour Act or a specific regulation or the Traveller's reasonable expectation, if this is possible under the circumstances or if it will not cause Blue Religion unreasonable costs in view of the extent of the breach of the Tour Contract and the value of the affected Tour Services.
4. A time limit pursuant to Article VII, paragraph 3 of these GTC is not necessary if Blue Religion notifies the Traveller that the correction will not be made, or if the correction cannot be delayed due to the Traveller's special interest.
5. If Blue Religion does not make the remedy according to Article VII, point 3 of these GTC, it will offer the Traveller alternative tourism services even if the Traveller's return to the place of departure is not provided according to the Tour Contract, and these alternative tourism services must be:
  - a) of the same or higher quality as specified in the Tour Contract, at no additional cost to the Traveller; or

- b) of a lower quality than that specified in the Tour Contract, with an offer of a reasonable discount on the price of these tourism services.
6. The Traveller may refuse alternative tourism services offered by Blue Religion travel agency according to Article VII, point 5 of these GTC if the alternative tourism services are not comparable to the tourism services specified in the Tour Contract or the offered discount from the Tour Price for tourism services of lower quality is not reasonable. If the provision of substitute tourism services is refused by the Traveller in accordance with the first sentence or the Traveller cannot accept such substitute tourism services for objective reasons, the Traveller shall continue to use the tourism services that are the subject of the notification pursuant to Article VII, paragraph 2 of these GTC and Blue Religion travel agency shall provide the Traveller with a reasonable discount on the Tour Price for the tourism services that were the subject of the notification pursuant to Article VII, paragraph 2 of these GTC.
  7. If Blue Religion does not make remedy according to Article VII, point 3 of these GTC nor provide the Traveller with alternative travel services according to Article VII, point 5 of these GTC, the Traveller has the right to:
    - a) carry out the remedy himself and recover from Blue Religion the costs reasonably incurred in doing so;
    - b) to withdraw from the Tour Contract without payment of a termination fee and to demand a reasonable discount from the Tour Price for the tourism services that have not been provided properly and on time, if there is a material breach of the Tour Contract.
  8. Blue Religion Travel Agency is obliged to make a written record in cooperation with the Traveller and to give the Traveller a copy of this written record if:
    - a) fails to make a remedy in accordance with Article VII, paragraphs 3 and 5(a) of these GTC;
    - b) provide the Traveller with alternative tourism services according to Article VII, point 5 b) of these GTC;
    - c) in accordance with Article VII, point 6, first sentence of these GTC, the traveller refuses or is unable to accept substitute tourism services for objective reasons;
    - d) Pursuant to Article VII, point 7 a) of these GTC, the traveller shall carry out the remedy himself/herself.
  9. The Traveller has the right to make a Tour claim within two years from the end of the Tour or, if the Tour has not taken place, from the date on which the Tour should have ended according to the Tour Contract. If applicable, the Traveller shall attach a written record when making a claim in accordance with Article VII, paragraph 8 of these GTC.
  10. The Traveller is entitled to a reasonable discount according to Article VII., point 5 b) or Article VII., point 7 or Article VII., point 7 of these GTC. Unless Blue Religion travel agency proves that the breach of the Tour Contract was caused by the Traveller, it is obliged to reimburse the Traveller within 30 days from the date of the claim a part of the price according to the first sentence, taking into account the severity and duration of the breach of the Tour Contract; this is without prejudice to the Traveller's right to claim compensation for damages according to Section 23 of the Tour Act.
  11. If the Tour includes transportation of the Traveller, Blue Religion will arrange for repatriation by comparable transportation promptly and at no additional cost to the Traveller in cases under Article VII, Section 6 or Article VII, Section 7(b) of these GTC.
  12. If, due to unavoidable and extraordinary circumstances, it is not possible to arrange the return of the Traveller according to the Tour Contract, Blue Religion shall pay the cost of the necessary accommodation, if possible of the same category and class, for a maximum of three nights per Traveller. If longer time limits for the return of the Traveller are provided for in the specific regulations on Traveller rights applicable to the means of transport concerned, these longer time limits shall apply.
  13. The limitation of accommodation costs according to Article VII, point 12 of these GTC does not apply to persons with reduced mobility and persons accompanying them, pregnant women, unaccompanied minors or persons in need of special medical care, if the travel agency has been informed of their special needs at least 48 hours prior to the commencement of the Tour.

14. Blue Religion travel agency cannot consider unavoidable and extraordinary circumstances to limit its liability to pay accommodation costs under Article VII, paragraph 12 of these GTC, if these circumstances cannot be considered by the relevant transport provider.
15. If, after the commencement of the Tour, Blue Religion fails to provide the services or their substantial part to the Traveller in a proper and timely manner or finds that it is unable to do so, even though Blue Religion has such obligations under the Tour Contract, Blue Religion shall immediately make arrangements to enable the Tour to continue. If the continuation of the Tour cannot be ensured except by means of services of a lower quality than those agreed in the Tour Contract, Blue Religion is obliged to refund to the Traveller the difference in price between the services offered and the services ordered. However, a change of accommodation, if the accommodation procured and other related services are of the same or higher category or standard, a change in the set tour programme for reasons for which Blue Religion is not responsible or changes due to force majeure, failure to provide the services of a Guide or local guide will not be considered as services of lower quality.
16. If services of lower quality cannot be provided or are not accepted by the Traveller, Blue Religion is obliged to refund the Traveller the difference of the Tour Price. If the Tour includes transportation, Blue Religion shall provide the Traveller with transportation back to the place of departure or other return destination agreed to by the Traveller, including necessary alternate lodging and meals.
17. If the scope or quality of services is lower than agreed in the Tour Contract, the Traveller has the right to complaint, which he/she is obliged to claim in accordance with the Complaints Procedure set out in Article VIII of these GTC.
18. Blue Religion is obliged to provide reasonable assistance to a Traveller in difficulty without delay, including in the circumstances set out in Article VII, paragraph 12 of these GTC, in particular by providing:
  - a) appropriate information on health care services, local authorities,
  - b) assisting the Traveller with long distance communication and finding an alternative solution to the problem.
19. If the Traveller is in difficulty as a result of his/her own wilful act or negligence, Blue Religion is entitled to claim reimbursement from the Traveller for the assistance provided. The amount of the reimbursement shall not exceed the amount of the actual costs incurred by Blue Religion in assisting the Traveller.
20. If the Traveller does not enter the Tour without prior cancellation of the Tour Contract or does not voluntarily use the service during the Tour or stay, the Traveller shall have no liability claims against Blue Religion for defects. The same applies if the Traveller is unable to embark on the Tour or use the Service due to a breach of his/her obligations.
21. If circumstances occur, the occurrence, course and consequence of which are not dependent on the actions and procedures of Blue Religion or circumstances on the part of the Traveller, as a result of which the Traveller does not use all or part of the services ordered, paid for and provided by Blue Religion, the Traveller shall not be entitled to a refund or discount on the price of such services or the Tour Price.
22. If, as a result of a breach of or failure to comply with the obligations imposed by the laws in force and effect at the place of stay, the Traveller is expelled from the country or place of stay or is subject to any other preventive or punitive measure, the Traveller shall have no right against Blue Religion to compensation for any loss or expense or other damage suffered by him/her in connection therewith.
23. Blue Religion expressly draws attention to possible delays of means of transport due to the deterioration of road passability, congestion at border crossings, the organisation of air traffic, adverse weather conditions, or technical and operational reasons. Blue Religion shall not be liable for damages caused by delays of means of transport under the conditions set out in particular in Article VII, point 14 of these GTC. The Traveller shall not have the right to withdraw from the Tour Contract due to the delay of the means of transport.
24. Blue Religion shall not be liable for damages caused by withdrawal from the contract or breach of duty, which were not caused by it or its service suppliers and the damage was caused by the Traveller or a

third party not connected with the provision of the Tour or by an event that could not have been prevented even with all due diligence or due to unusual and unforeseeable circumstances.

#### **Article VIII. Complaints Procedure**

1. In accordance with §18 (1) of Act No. 250/2007 Coll. on Consumer Protection and on amendment of Act No. 372/1990 Coll. on offences, as amended, Blue Religion duly informs the Traveller about the conditions and the method of exercising rights in the case of a complaint regarding the provision of services (hereinafter referred to as the "**Consumer Protection Act**").
2. This Complaints Procedure is issued in accordance with Act No.40/1964 Coll., the Civil Code as amended (hereinafter referred to as the "**Civil Code**"), the Consumer Protection Act, the Tour Act, as well as other generally binding legal regulations of the Slovak Republic.
3. If the scope or quality of services is lower than agreed in the Tour Contract, the Traveller has the right to complaint. The Traveller must exercise the right to have the defective service rectified without undue delay, either on the spot with the service provider or with an authorised Blue Religion representative (e.g. Guide), so that an immediate remedy can be arranged. The Blue Religion representative (e.g. the Guide) is obliged to decide on the method of handling the complaint immediately within the scope of his/her competence, in complex cases within 3 working days of the date of the complaint at the latest, and in justified cases, in particular if a complex technical assessment of the service condition is required, within 30 days of the date of the complaint at the latest. Once the method of handling the complaint has been determined, the complaint shall be handled immediately; in justified cases, the complaint may be handled later; however, the handling of the complaint shall not take longer than 30 days from the date on which the complaint was lodged. After the expiry of the time limit for the settlement of the claim, the consumer shall have the right to withdraw from the Tour Contract.
4. If it is not possible to immediately handle the complaint and negotiate a remedy, a Blue Religion representative (e.g. Guide) or service supplier will write a complaint record with the Traveller, identifying the Tour, the Traveller and the subject of the complaint. The record shall be signed by a representative of Blue Religion (e.g., the Guide) or the Service Provider and the Traveller, who shall receive one copy thereof. The signature of the Blue Religion representative (e.g., Guide) and the service provider will not be deemed to be an expression of agreement with the contents of the record or the validity of the alleged deficiencies - it is solely for the purpose of authenticating the record as a basis for a subsequent claim. The Traveller is obliged to present this confirmed record to Blue Religion when making a claim.
5. The Traveller must exercise his/her right to complaint in writing to Blue Religion without delay, but no later than two years after the end of the Tour or, if the Tour has not taken place, from the date on which the Tour should have ended according to the Tour Contract, otherwise this right will expire. Blue Religion shall respond in writing to all claims made in accordance with the above terms and conditions within 30 days of receipt of the claim. Damages and property damage which are covered by the insurance company under the insurance contract (e.g. accident) or, where applicable, which are excluded from the scope of cover, will not be considered as grounds for a claim.
6. Travellers can send their complaints to the address Kľincová 37, 821 08 Bratislava or to e-mail: .....
7. **Alternative Dispute Resolution:** The Traveller has the right to seek remedy from Blue Religion if he/she is not satisfied with the manner in which Blue Religion has handled his/her claim or if he/she believes that Blue Religion has violated his/her rights. The traveller has the right to assert and resolve his/her rights and claims also in an out-of-court manner and for this purpose to submit a request to initiate an alternative dispute resolution (hereinafter referred to as "**Request**") to an alternative dispute resolution entity pursuant to Act No. 391/2015 Coll. on Alternative Dispute Resolution of Consumer Disputes and on Amendments and Additions to Certain Acts, if Blue Religion has responded to the request pursuant

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to the previous sentence in a negative manner or has not responded within 30 days from the date of its dispatch. The current list of entities authorised to provide alternative dispute resolution is available at: <https://www.mhsr.sk/obchod/ochrana-spotrebitela/alternativne-riesenie-spotrebitelskych-sporov-1/zoznam-subjektov-alternativneho-riesenia-spotrebitelskych-sporov-1>

#### **Article IX. Common and final provisions**

1. The Tour Contract and all legal relations to which these General Terms and Conditions apply are governed by the law of the Slovak Republic and the relevant provisions of the Civil Code, the Tour Act and the Consumer Protection Act (unless the relevant EU Regulations and the relevant International Treaties to which the Slovak Republic is bound obligatorily provide for a different applicable law).
2. Blue Religion is entitled to unilaterally change these GTC at any time, with the new version of the GTC being effective from the moment of their publication on the Portal, such changed GTC may also apply to the terms and conditions of Tours under Tour Contracts concluded before the new version of the GTC comes into effect, unless this contradicts the mandatory provisions of the Tour Act and the Civil Code.
3. The Parties agree that the Tour Contract may be amended or cancelled only in the manner provided for the conclusion of the Tour Contract, i.e. in writing or in any other appropriate form.
4. Blue Religion is entitled to notify the Traveller of the contents of the document by telephone or by e-mail. In this case, the letter shall be deemed to have been delivered already at the moment of the notification of its content to the Traveller by telephone or at the moment of sending the e-mail message.
5. Should any provisions of these GTC be invalid at the time of their issue or become invalid at a later date, the validity of the remaining provisions of the GTC shall not be affected. The provisions of the Civil Code, the Commercial Code, the Tour Act and other applicable legislation of the Slovak Republic which are closest in content and purpose to the content and purpose of the General Terms and Conditions shall apply instead of the invalid provisions of the General Terms and Conditions.
6. For the delivery of electronic messages (e-mail), an electronic document is deemed to have been delivered upon its delivery to the e-mail inbox of the Traveller. For the delivery of documents, the delivery shall be deemed to have been made even if the addressee refuses to accept it or even if the addressee, through his/her own fault or omission, fails to accept it. In such a case, it shall be deemed to have been delivered on expiry of the storage period at the post office, as determined by the sender, and on return of the consignment to the sender, of which the sender must provide undamaged proof. Notices delivered by a courier service shall be deemed to have been delivered at the time of receipt by the addressee. If delivery by courier service is unsuccessful, delivery shall be deemed to have taken place on the third day following the first attempted delivery, the attempted delivery being evidenced by a declaration by the courier service.
7. By concluding the Tour Contract, the Traveller declares that he/she has been acquainted with the contents of the Tour Contract and these GTC, the scope and content of the services offered, the characteristics of the Tour on the portal (or with the written additional offer of Tours on the Internet) and considers this information sufficient for concluding the Tour Contract. By concluding the Tour Contract, the Traveller confirms that this information and the contents of the GTC are known to him/her and that he/she agrees to them.
8. The Traveller cannot waive his/her rights under the Tour Act. Contractual arrangements or statements of the Traveller by which the Traveller waives his/her rights under the Tour Act, by which he/she restricts these rights or by which this Act is circumvented are null and void.