



# Terms & Conditions

## Tours Around Poland by Martin's City Tours

### Package tours:

Our bespoke Tours Around Poland are based on the needs of our clients. The duration of the tours can last for a day up to a couple of days. We kindly suggest you contact us to get an individual quote.

The individual quote will specify whether or not the costs of meals, drinks, ticket fees, and activities are included in our offer, as per our agreements.

Tours Around Poland by Martin's City Tours has the right to charge upfront a fee for providing a detailed overview of a package tour including, places of interest, activities, hotels, restaurant options, transportation, etc. As a client, you are not obligated to book the services through our organisation. We will happily provide you with a blueprint for your tour. However, if you book through us, we will deduct the fee from your total costs.

### Payments and Refunds:

Tours Around Poland by Martin's City Tours requires a minimum of 30% prepayment paid by bank transfer within 14 days after accepting the quote. The full amount of the package tour has to be paid by bank transfer at a minimum 45 days prior to the tour.

We accept payments by bank transfer in the following currencies: Euro, Pound sterling, and Polish zloty. In case of a refund, the money will be transferred to your bank account within 14 days.

### Prices and Price Adjustments:

Tours Around Poland by Martin's City Tours can make a one-sided request to increase the travel price only insofar as this is provided for in the contract and based on the following conditions. A price increase can result from an increase of the price for the transport of persons due to higher costs of fuel or other energy sources, from an increase of taxes or other duties for agreed travel services, such as tourist taxes, as well as from a change of the exchange rates applicable for the relevant package tour occurring after the conclusion of contract.

Tours Around Poland by Martin's City Tours shall redetermine the travel price by calculating the difference between the initial and the increased cost share and by adding it to the old travel price without further surcharges. If the additional costs concern the entire travel group in general, they shall be distributed to the actual travel participants. An increase of the travel price can be requested only until 20 days before the agreed date of departure. Tours Around Poland by Martin's City Tours shall inform about a price change immediately upon becoming aware of a reason for a price increase.

A price increase shall be permissible only insofar as Tours Around Poland by Martin's City Tours has informed the customer clearly and comprehensively about the price increase and its reasons by means of a durable medium, including the calculation of the price increase. A price increase shall be permissible only if our client was informed thereof at the latest 20 days prior to departure.

Should the reserved price increase exceed 10% of the travel price, the customer shall be entitled – within a deadline set by Tours Around Poland by Martin’s City Tours concurrently with the information about the price increase – either to accept the offer of a price increase or to resign from the travel contract according to the terms described under “Cancellation Fees”. Upon expiry of the deadline set by Tours Around Poland by Martin’s City Tours, the offer of a price increase or other contract changes shall be deemed accepted.

**Changes:**

Please note that any changes to the package tour’s programme due to unexpected changes in opening hours of the visited sites or traffic restrictions are reserved.

**Cancellations:**

You may cancel your booking any time before the tour date by email to [info@martinscitytours.com](mailto:info@martinscitytours.com).

**Cancellation Fees:**

In case of a cancellation ... day prior to the tour’s start date:

> 95 days	no cancellation fee
Less than 95 days:	20% of the total cost of the cancelled services will be charged
Less than 60 days:	35% of the total cost of the cancelled services will be charged
Less than 30 days:	50% of the total cost of the cancelled services will be charged
Less than 14 days:	75% of the total cost of the cancelled services will be charged
Less than 7 days:	100% of the total cost of the cancelled services will be charged

**Cancellations by Tours Around Poland by Martin’s City Tours:**

We do all we can to make sure that all tours run as scheduled. However, in the event that a tour package is cancelled by Tours Around Poland by Martin’s City Tours we will refund the full amount of money transferred to us.

**Acts of God:**

Tours Around Poland by Martin’s City Tours will not be held responsible if a package tour or parts of it are cancelled due to Acts of God, (extreme weather, severe storms, violent windstorms, etc.)

**Participation:**

We ask participants to stay with their group for the entire tour/event and to follow the instructions of our staff and/or the staff of our partners. Leaving the group or interrupting the tour/activities does not entitle you to a refund.

**Denial of Participation:**

Tours Around Poland by Martin’s City Tours are here to provide the best services possible but in doing so we will not tolerate abusive or aggressive behaviour from our guests. We reserve the right at any time and at our discretion to deny participation in our tours or activities of guests who assault our staff, suppliers or fellow guests or who are abusive or aggressive to them and are generally affecting the enjoyment of others with their behaviour. This may include (but is not limited to):

- (a) verbally abusive or offensive language;
- (b) bullying behaviour;

- (c) inappropriate or abusive behaviour including uninvited physical contact, harassment, racism, violence or threat of violence;
- (d) excessive consumption of alcohol or intoxication;
- (e) the possession, carriage or use of restricted substances or drugs (except for medical purposes approved by your doctor);
- (f) failure to comply with Tours Around Poland by Martin's City Tours' (including a representative's) reasonable direction;
- (g) conduct which, in Tours Around Poland by Martin's City Tours' opinion, is not compatible with other guests' general enjoyment and well-being or the smooth operation of the tour or activity;
- (h) the possession, carriage or use of dangerous items (such as weapons);
- (i) breaking the law of the Country in which you are travelling; and
- (j) any behaviour or conduct which brings Tours Around Poland by Martin's City Tours into disrepute or damages its goodwill.

Full cancellation charges will apply and no refund will be made. We shall have no obligation to pay compensation or meet any costs or expenses (including but not limited to return transportation arrangements) guests may incur as a result of the travel arrangements being terminated.

By making a booking, you accept responsibility for the proper conduct of all members of your party during your tour or activity with Tours Around Poland by Martin's City Tours.

#### **Risks & Liability:**

Participating in Tours Around Poland by Martin's City Tours activities is on a voluntary basis. When organising our tours, we do our best to keep risks to a minimum. However, there are things that cannot be foreseen. Therefore, Tours Around Poland by Martin's City Tours, our employees and partners are not responsible or will not be held responsible in any way for damage to property or injuries to the body incurred during our tours, activities, or events.

#### **Forgotten Items:**

We are not liable for items forgotten or left behind on all transportation and at visited sites.

#### **Passport, visa and health regulations:**

Please, feel free to contact Tours Around Poland by Martin's City Tours to understand if a passport is required for the relevant trip or if an identity card is sufficient. Our guests are fully responsible for ensuring that their identity document is valid for the trip.

Our guests are themselves responsible for obtaining and carrying the necessary travel documents, visa, possible necessary vaccinations as well as observing the customs and foreign exchange regulations. Disadvantages resulting from the non-observance of such regulations (e.g. cancellation costs) shall be charged to our guests.

#### **Travel insurances:**

Travel insurances including travel cancellation insurances shall be concluded by our guests unless included in Tours Around Poland by Martin's City Tours package tour and indicated in the tour specification.

**Privacy and Pictures:**

Tours Around Poland by Martin's City Tours collects some data from our guests and reserves the right to use some of it for marketing and research purposes only. During our tours (group) pictures will be taken and then posted on our social media. We reserve the right to use some of the pictures for marketing purposes only. We will never sell data entrusted to us and the pictures taken to any third party.

**Data protection:**

The personal data provided by our guests to Tours Around Poland by Martin's City Tours shall be electronically processed and used insofar as they are necessary for the performance of the contract. All personal data of the travellers shall be processed in accordance with the European data protection law.

Insofar as our client provides Tours Around Poland by Martin's City Tours with personal data of other persons, in particular travel participants, our client shall ensure that the latter agree to this and that our client is allowed to provide Tours Around Poland by Martin's City Tours with the data.

**Place of jurisdiction/governing law:**

The place of jurisdiction for charges against Tours Around Poland by Martin's City Tours is Lublin, Poland. The contractual relationship between our guests and Tours Around Poland by Martin's City Tours shall be governed solely by the Polish law. This shall apply also for the entire legal relationship.

**Ineffectiveness:**

The ineffectiveness of individual provisions of the travel contract shall not result in the ineffectiveness of the entire travel contract. The same shall apply for these travel conditions.

**Tours Around Poland by Martin's City Tours is part of:**

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