

General Conditions

General Conditions for www.tastytour.sk

General Conditions for participation on tours organized by travel agency Tasty Tour, company TBG, s. r. o, seated at Fialková 8, 90042 Dunajská Lužná, IČO: 48046647, DIČ: 2120035126, IČ DPH: SK2120035126, registered at Commercial register of District court BA I., insertion no. 102637/B, section: Sro

I. Basic statements

These general conditions form an integral part of the closed contract about acquisition of the tour between the travel agency Tasty Tour, company TBG, s.r.o. (further only Tasty Tour) and the customer and refer to the tours organized by the travel agency, offered on the web page www.tastytour.sk. They refer as well to adjustments to the tour, in case there was no separate contract enclosed. These General conditions are conceived with respect to provisions of the Civil code (§52 – 54), the Law no. 281/2001 CoL about tours, terms of enterprising for travel agencies and further regulations and Law no. 250/2007 Col about customer protection (§4 a 5 a §7 - 9).

II. Order

1. Tasty Tour is an online travel agency without an office. Customers can order the tour via internet, using online order form or via phone.
2. Customer confirms by processing the order that he/she has read these general conditions and agrees with them.
3. By filing the online order form at www.tastytour.sk the customer approves the collecting and archiving of his/her personal data.
4. All planned tours are listed on the web site www.tastytour.sk and it's possible to print each tour separately.
5. The tour will take place only if there is a minimum number registered for each tour (unless Tasty Tour decides differently). The deadline for cancellation of the tour is written in the tour details and it is a minimum 5 days before the tour takes place.

III. Contractual relationship

Contractual relationship between Tasty Tour and the customer begins when payment is credited in the Tasty Tour bank account or payment is received in cash from the customer directly to the travel agency. Customer pays the tour price as well for the participants, he/she registered for the tour.

Right to participate on the tour begins for customer and other participants registered for the tour only after payment of the full tour price.

IV. Price and payment conditions

Tour prices are contractual prices agreed between Tasty Tour and customer and are always indicated on the web site www.tastytour.sk. All prices indicated on the web site are final including VAT. The tour operator is payer of VAT.

If the tour price increases after the customer registers for the tour, the customer has the right to the original tour price that was valid at the time of the registration for the tour.

In case the tour price decreases after the customer registers for the tour, Tasty Tour will refund the price difference to the customer no later than the tour date.

Payment for the tour is paid by the customer in the full amount without advance payment (if Tasty Tour does not decide differently), within 3 working days from the registration for the tour at the latest (if Tasty Tour does not decide differently), online as card payment, bank transfer or in cash on the tour date.

Using bank transfer the customer needs to use following payment data for the Tasty Tour bank account:

Account no: SK07 0200 0000 0034 5540 6959

BIC: SUBASKBX

Company name: TBG, s.r.o.

Address: Fialková 8

ZIP and City: 90042 Dunajska Luzna

Variable: tour ID that is indicated as transaction ID (for example 3RZCQF90)

V. Rights and duties of Tasty Tour

Duties of Tasty Tour:

1. Before completion of the tour contract, Tasty Tour is obliged to inform accurately, clearly and completely all tour conditions that are known and that can have impact on the purchase of the tour.
2. Tasty Tour is not obliged to provide services to customers that are above the scope of the tour that was already confirmed and paid.
3. Tasty Tour is obliged to advertise the tour details on the web site until the tour date, in order that customer can be informed with these details at any time.

Rights of Tasty Tour:

1. Tasty Tour has the right to increase or decrease the tour price.
2. Tasty Tour has the right to request from the customer payment of the cancellation fee if Tasty Tour is entitled to it according the article VIII. of these General conditions.
3. Tasty Tour has the right to cancel the tour in case there will not be a minimum number registered for the tour.
4. Tasty Tour has the right not to refund the tour price to the customer, who does not appear at the meeting point of the tour on the tour date.
5. Tasty Tour has the right to exclude customer or customers registered for the tour if they behave in a rude, uncivilized, loud manner or using alcohol or drugs or in case they bother other tour customers with inappropriate behavior, or if they don't follow Tasty Tour instructions, disrupt the timeline of the tour or harm other's belongings. In that case the Tasty Tour delegate has right to exclude these customers from the tour and from the further transport.

VI. Rights and obligations of the customer

Rights of customer:

1. Right to receive agreed upon and paid services.
2. Right for personal data protection according to Law no. 122/2013 Z.z. about personal data protection, which are collected by Tasty Tour from customer during registration for the tour. These data are name, address, telephone and email.
3. Right for additional information which is not listed on the web site and which is important to the customer and known to the travel agency.
4. Right to be immediately informed about any changes in the tour, provided services or price.
5. Right to terminate a contract before the tour takes place following the conditions for cancellation fee, if Tasty Tour is entitled to it according to article VIII. of these general conditions.
6. Right to claim the services according article IX. of these general conditions.

7. Right to receive further detailed tour information a minimum of 3 days before the tour, which is important to the customer and known to the travel agency, if they are not listed in the contract or catalog, price lists or offer lists. This written detailed information - tour information - Tasty Tour sends via email to address noted by the customer. In case that customer does not receive the tour information 3 days before the tour, customer is obliged to inform travel agency to ensure the improvement.
8. Right to inform Tasty Tour in writing that a substitute tourist will attend instead of customer. In such a case is contract between Tasty Tour and customer cancelled and Tasty Tour will return full payment to the customer within 5 days from this cancellation. Tasty Tour will contact substitute tourist as the new customer and will agree on the payment date and payment method for the tour.

Obligations of customer:

1. Obligation to cooperate with Tasty Tour, in order to ensure proper services, especially by completely filling out required data and presenting all necessary documents requested by travel agency.
2. Obligation to pay the full amount of the tour price in accordance with article IV. of these general conditions
3. Obligation to check necessity of entry visa or transit visa.
4. Obligation to attend the tour on the announced date, time and place, ready to use agreed services; in case of being late for the tour, travel to the place matching the tour time schedule at own costs.
5. Obligation to follow instructions of travel agency and its representative during the tour, respect scheduled program, regulations of the visited country, place and building, and pay for any damage caused in the building or means of transport during the tour.
6. Obligation to possess a valid passport, and necessary visa, obligation to respect passport and custom regulations of the visited countries. All costs incurred by not following these rules will be the responsibility of the customer.
7. Obligation to terminate activities that are damaging property or disturbing to other tour participants.
8. Obligation to immediately announce any change of personal data, contact address, phone or other contact to fulfill contractual obligations.

Obligations of customer – corporate entity, which is partner in the contractual relationship

1. Obligation to inform all tour participants with these general conditions and further information received from travel agency, especially to inform them about range and quality of ordered services.
2. Obligation to provide travel agency with the list of tour participants according to the requirements.
3. Obligation to ensure that all tour participants will follow basic obligations of the tour participation, which requires their personal cooperation.

Customer - corporate entity agrees according to § 12 of Law no. 40/1964 Z.z. Civil Code to take, publish and copy pictures of all people displayed on the pictures provided by Tasty Tour to the customer for review, and this in the range of approved picture review.

Tasty Tour agrees to delete any picture which the customer requests to have deleted after request is received via e-mail info@tastytour.sk.

VII. Changes in agreed conditions

1. If Tasty Tour is forced to change a significant part of the contract, Tasty Tour will inform the customer of any change in the contract. If proposed change of the contract causes change of tour price, the new price needs to be indicated with this change. Customer has right to agree or to reject the contract without paying the cancellation fee. The customer needs to state the decision in writing to the travel agency within the time period defined by the travel agency.
2. Tasty Tour has the right to cancel the tour if the number of tour registrants did not reach the minimum or when the tour will be uneconomical. Minimum number of tour participants is specified for each tour on the web site. If Tasty Tour cancels the tour, it is obliged to inform the customers in writing immediately, at the latest 5 days before the tour takes place.

3. If Tasty Tour rejects the contract due to cancellation of the tour or if customer does not agree with proposed price according article 1. the customer has right to request from Tasty Tour a new contract with a new tour equivalent in quality to the tour in the original contract. If the price of new tour is lower than the realized payments, Tasty Tour is obliged to pay back the price difference to the customer.
4. If the reason for breaking of the obligations of travel agency or if the new contract will not be closed according article 1. Tasty Tour is obliged to return full payment paid for the cancelled tour and the customer will not be charged the cancellation fee.
5. Tasty Tour has the right to make changes in the tour program and provided services, if there are objective reasons, superior force, decision of state or other authorities or extraordinary circumstances, which cannot be influenced by the travel agency and it is not possible to fulfill original tour program and services. In such case, Tasty Tour is obliged to provide a supplementary program and services in the range and quality comparable to original services. In case that service is provided in at least the minimum equivalent level all claims of customer are denied.
6. Based on individual wishes of the customer Tasty Tour is willing, if possible, to make changes in conditions agreed in the tour contract. Any increased cost to travel agency will be incurred by customer at the time of request of change.

VIII. Contract rejection conditions and contractual fees

1. If the customer chooses, (according article VI. section 5) to terminate a contract before the tour takes place, he/she has to fulfill following conditions:
 - a. Inform Tasty Tour about the cancellation in writing. The date that this written notice is received will determine the value of cancellation fee.
 - b. Pay the contractual fee as determined in section 2. This is graduated according the time of processed cancellation, determined by the number of days prior to the beginning of the tour.
2. If the customer terminates the contract, he/she is obliged to pay to travel agency for each registered and cancelled participant following contractual fees (cancellation fees):
 - within 4 calendar days before the tour no cancellation fee
 - 3 calendar days before the tour 50% of the tour price
 - less than 2 calendar days before the tour 100 % of the tour price

In case that customer is forced to cancel his/her attendance on the tour due to extraordinary and provable reasons, he/she may be able to claim the cancellation fees to his/her insurance company, if he/she purchased such an insurance contract before the tour.

If the customer does not attend the tour, misses the departure of the transport or does not use some of the agreed and paid services, he/she has no right to any compensation of the non-used services. The cancellation fee is determined by counting the day of delivery of the written notice to the travel agency and every day up to but not including the day of the tour.

IX. Claim

1. Tasty Tour is responsible for not fulfilling the obligations of the contract no matter if the obligations are broken by Tasty Tour or other service provider (subcontractor) during the tour.
2. Customer has the right to claim reimbursement for promised but not provided service. Claim needs to be done in writing with the tour representative within three months. If the customer fails to claim the services in time or will not cooperate during the claim execution and claim protocol, then the late claims will not be processed by Tasty Tour.
3. If Tasty Tour does not fulfill the obligations of the contract, the customer must make his/her claim in writing to Tasty Tour within three months from the end of the tour at the latest or in case the tour did not take place, from the date when the tour should have ended according the contract, otherwise the right expires. To accept the claim of incorrectly provided services the customer needs to present written protocol signed according article 2.

4. If the contract is closed by another travel agency, the periods are valid according to the section 3. if the customer claims his/her rights with the dealer travel agency.
5. Tasty Tour guarantees the quality of services which will be ordered by the customer during the tour with the tour guide, in the hotel or with other service provider above the range of contractually agreed services.
6. Tasty Tour is obliged to answer all claims issued in accordance with these general conditions after verification in writing within 30 days from the claim delivery.

X. Insurance

1. Tasty Tour recommends that the customer purchase travel insurance, which will cover different risks (health, injury, luggage loss, responsibility for damage, tour cancellation and so on...), related to the tour attendance.
2. An insurance contract for covering the risks according section 1. is a contract between the customer and that particular insurance company. In the case of the insurance incident, the relationship is between the insurance company and the customer. Tasty Tour provides only necessary cooperation and cannot comment conditions of the insurance incident nor the value of entitlement of customer.

XI. Final statements

These general conditions about participation in tours with Tasty Tour are elaborated in compliance with the Law about tours, conditions of enterprising of travel agencies and about changes and supplements of Civil Code in further regulations no. 281/2001 C. of L.. Tasty Tour is entitled to change these conditions before the tour contract is closed with the customer.

Customer by paying the tour price to Tasty Tour and by closing the contract with Tasty Tour confirms that:

- He/She has read and understands the details of the paid tour described on web site of Tasty Tour.
- He/She was informed by Tasty Tour electronically, by phone or personally about all tour details as is noted on the web site of Tasty Tour.
- He/She read these General Conditions and agrees with them.
- He/She understands all details of these General Conditions and will respect and follow them.
- He/She is not aware of any restrictions including health conditions, which would restrict him/her in complete participation in the tour.

Customer confirms that he/she was informed of all tour details when he/she registered for the tour.

Dunajska Luzna, 1.9.2015