



Terms and Conditions of Participation

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I. General Provisions

1. PT "Kajakiem.pl" undertakes to conduct the event in accordance with the information included on the www.kajakiem.pl website, as well as pursuant to the Act on Tourist Services of 29 August 1997, with further amendments, jointly constituting an integral part of the Agreement.
2. **Conclusion of the Agreement** takes place upon acceptance of the Terms and Conditions of Participation through payment for participation in the event by the Participant (in the form of an advance payment or the full price).
3. **A Participant** of the event shall be a person indicated as a Participant in the reservation. The person making a reservation declares to have the power of attorney to make a reservation, and confirms that the Participants have acquainted themselves with the applicable Terms and Conditions of Participation as well as the programme of the event, consented to participate in the event, and agreed to have their personal data processed. Minors may only participate in the event under the care of a guardian, i.e. a parent, a legal guardian, or another adult mentioned by name in a written statement by a parent or a legal guardian. Parents or legal guardians shall be held liable for any damage caused by minors during the event.
4. On the river, every Participant shall personally sign the **documents** confirming their presence at the trip. Collective documents as well as documents concerning minors shall be signed by the authorized persons.
5. **The person making reservation** shall take the responsibility for notification of the registered Participants of any and all details concerning the tourist event, and when applying for registration of the Participants, he/she shall declare they have accepted these Terms and Conditions of Participation and the programme of the event.
6. **The Participant**, taking part in the event, **declares** (on behalf of himself/herself and the represented minors) that he/she has acquainted himself/herself and accepts the terms and conditions of events organized by PT "Kajakiem.pl", that his/her health allows for participation in the event, and that during the trip, he/she will comply with: instructions of the personnel conducting the event, general safety principles, and the rules of good water practice (in particular: **prohibition on use of alcohol before going to the water and while on the water**, the obligation to wear buoyancy aids or life jackets by non-swimmers or poor swimmers, not to move away from the group when on the water, as well as not to generate, as a result of one's own decisions, any situations that may affect the safety of oneself and of other persons during the event, etc.) The participation in the trip and use of additional attractions take place at the Participant's own responsibility.

II. Principles of changes in the terms and conditions of the Agreement

1. The prices specified in information materials are fixed.
2. P.T. "Kajakiem.pl" reserves the right to **cancel the event** or parts thereof at any time for reasons beyond its control, in particular: effect of force majeure, extreme weather, decision by state or local authorities, hazards to health or life. The Participant is not entitled to any compensation therefor, only to full reimbursement of the payments made.
3. P.T. "Kajakiem.pl" has the right to cancel the event due to lack of the required number of Participants, a minimum of 20 persons; however, no later than 7 days before the starting date of the event, of which the person making the reservation shall be notified to the email address indicated in the reservation. The Participant is not entitled to any compensation therefor, only to full reimbursement of the payments made.
4. In substantiated cases, P.T. "Kajakiem.pl" retains the right to change the programme of the event, the sequence of sightseeing of objects, and accommodation at another establishment with a standard equivalent to or higher than the one presented in the offer. In case of change of essential conditions of the Agreement before the start of the tourist event, the Participant shall have the right to withdraw from the Agreement, with reimbursement of all payments made and without an obligation to pay a contractual penalty.

III. Conditions of payment

1. Participants shall pay **advance payments amounting to PLN 70 per person** at the Organizer's Office or to the bank account of P.T. "Kajakiem.pl" Anita Górecka, Bank PKO BP, account no.: 50 10205558 1111 1472 8560 0019. The place at the trip shall be established on the first-come-first-served basis. In substantiated cases, P.T. "Kajakiem.pl" reserves the right to determine a different amount of advance payment, however, no higher than 50% of the price, and shall notify the Customer thereof in the reservation confirmation.



2. The remaining amount should be paid by transfer to the above account, no later than 3 days before the starting date, or directly during the trip. Regardless of the amount paid, all payments made before the end of the event are treated as prepayment/advance.

3. The 'details of payment' item in bank transfers should include the symbol, event date, names of the Participants for whom the transfer is made; in case of payment for a larger number of registered persons, add "group of (insert name and surname of the person making the reservation)".

IV. Resignation from the event

1. The Participant may resign from participation in the event, submitting a written statement to P.T. "Kajakiem.pl"; the date of receipt of the letter by P.T. "Kajakiem.pl" shall be deemed binding.

2. P.T. "Kajakiem.pl" undertakes to consider a written resignation and potential reimbursement of advance payments within 14 days, starting from the date of receipt. The Customer is not entitled to interest on the reimbursed amount.

3. The Customer is entitled to reimbursement of the paid amount less costs actually incurred by P.T."Kajakiem.pl". P.T."Kajakiem.pl" declares for the sake of information that the estimated average deduction costs are as follows:

- 31 or more days before the starting date: a handling fee amounting to PLN 10;
- 30-14 days before the starting date: 50% of the advance;
- below 14 days: 100% of the advance.

4. The Participant may receive reimbursement of the entire payment in case of finding of a **substitute** for the released place, regardless of the resignation date. Transfer of the Participant's rights or obligations to another person meeting the conditions for participation in the tourist event shall be effective if P.T."Kajakiem.pl" is notified of the substitution no later than 2 working days before the start of the event.

5. Caution! The Participant may conclude a contract of insurance of costs of cancellation of participation in the tourist event.

V. Complaints

1. In case of failure to perform or improper performance [not complying with clause 1.1] of the Agreement by P.T. "Kajakiem.pl", the Customer shall have the right to lodge a complaint. Complaints should be submitted in writing under pain of nullity, within 30 days since the ending date of the event. In such case, the sending date of a registered letter or of a facsimile shall decide.

2. In case of occurrence of deficiencies during the implementation of the event, the Participant should promptly notify the representative of P.T."Kajakiem.pl" of this fact, so that remedial measures could already be taken and all inconveniences could be removed on site. The Participant may only claim compensation in the due relation and proportion to the conditions that have been guaranteed during determination of the total event value but have not been fulfilled.

3. The Participant is not entitled to any reimbursement on account of benefits unused for reasons beyond the control of P.T. "Kajakiem.pl", such as the Participant's failure to appear at the specific meeting time, voluntary resignation from the possibility to use a paid benefit, or the Participant's failure to comply with the principles of safety.

4. Events and circumstances that could not have been foreseen by P.T."Kajakiem.pl" when exercising due care, or that are not attributable to P.T. "Kajakiem.pl", cannot serve as a basis for a complaint lodged by the Participant.

5. P.T."Kajakiem.pl" limits its liability for failure to perform or improper performance of the Agreement to twice the price of the tourist event per each Customer, pursuant to Article 11b of the Act of 29 August 1997 on tourist services.

6. P.T."Kajakiem.pl" reserves a 30-day period for considering of and answer to the complaint.

VI. Implementation of the Agreement

1. The Participant has the right to receive benefits guaranteed by the Agreement.

2. The Participant is obliged to hold a proof of payment for the duration of the event, for the purpose of potential verification.



3. For the duration of the event, the Participant is obliged to comply with order and other regulations applicable at the Participant's location and to obey the instructions of a tour leader, animator or another representative of P.T. "Kajakiem.pl", for the purpose of correct conduct of the event.

4. The Participant shall be fully responsible for any damage caused by himself/herself or persons under his/her care, and shall be obliged to cover any damage-related costs.

5. In case of a flagrant infringement of the established order by the Participant, failure to comply with the instructions of the trip personnel, or hazard posed to people or property, **P.T. "Kajakiem.pl" may terminate the Agreement with immediate effect, without reimbursement of the collected amount.** In such case, the Participant shall leave the event immediately.

VII. Insurance

1. P.T.Kajakiem.pl informs that, as a tourism organizer pursuant to the requirements of the Act on tourist services, it has concluded an insurance guarantee agreement in order to protect customer payments.

2. For the duration of the event, the Participant shall be covered by "NNW Ogólne" general personal accident insurance at PZU S.A. (Al. Jana Pawła II 24, 00-133 Warszawa). The Participant hereby agrees to have the General Insurance Conditions handed in the form of an electronic file available at <https://www.kajakiem.pl/wp-content/uploads/2017/04/owu-pzu-nnw-z-24102016.pdf>, and declares that he/she has received the General Insurance Conditions and acquainted himself/herself with the contents thereof before the event.

VIII. Final provisions

1. In the event that the event is sold by an Agent or Representative of P.T. "Kajakiem.pl", the Terms and Conditions of Participation in the events of P.T. "Kajakiem.pl" shall apply.

2. Based on a written agreement, the Parties may agree different conditions of payment than stipulated in section III.

3. Any possible disputes shall be resolved amicably by the Parties, and if no agreement is reached, by the court of local jurisdiction.

4. In matters not regulated by the content of these Terms and Conditions of Participation, the provisions of the Civil Code and the Act on Tourist Services shall apply.