

POLVENTURE Ltd STANDARD TERMS AND CONDITIONS
(‘The Seller’-PolVenture Ltd)

Please read these carefully

Introduction

These standard terms and conditions shall form the basis of the agreement between us and you and your group’s holiday and as such shall apply to the exclusion of any other terms and conditions, whether implied by law or statute or whether put forward by you, your group or a third party. No change to these standard terms and conditions shall apply unless a director of PolVenture Ltd expressly agrees to such a change in writing.

For the purpose of this document ‘we, ‘our’ and ‘us’ relates PolVenture Ltd, ‘you’ relates to the person making the booking and ‘group’ incorporates all individuals travelling with you and any individual you make a booking on behalf of. It is understood that you are the lead contact for your group and as a consequence all conversations or correspondence in relation to arrangements for either yourself or your group shall take place between you and us.

A contract shall commence between us and you and your group upon issuance and delivery of your invoice.

PolVenture Ltd Travel Programmes

A PolVenture Ltd Travel programme will in all instances be designed by us and tailor-made for you. It will consist of the following elements a) transportation within Poland b) accommodation c) additional services that will form a significant part of your holiday e.g. outdoor activities, sight-seeing tours etc. For activities that you or any members of your group participate in, of an active or dangerous nature, it is you and your group’s responsibility to act in accordance to the rules, regulations and instructions that are presented. Any injury you may bring upon yourself resulting from your or your group’s inattention is your responsibility and you will not be entitled to compensation. We reserve the right to reject any booking for any individual for any tour or service.

Prices

All prices stated are per person in pound sterling unless expressly presented otherwise on a PolVenture Ltd quotation, invoice or receipt.

Unless otherwise stated, all prices presented are net of relevant taxes. The services sold are subject to availability and can be withdrawn without notice.

Booking

After we have discussed your requirements with you, we will endeavour to provide you with a copy of a proposed itinerary, a quote per person and a copy of our standard terms and conditions as soon as is workable. A provisional booking can then be made over the phone. It is imperative that you provide details of each traveller correctly. We will only make full confirmation of your booking in writing by letter, fax or e-mail. All our quotations are governed by our Terms & Conditions. In making a booking with us, whether by telephone, e-mail or in writing, you and all members of your group are understood to have accepted our standard terms and conditions and in the case of group bookings (2 persons & more), that the person making the booking is responsible for making all members of his or her group aware of these conditions. If you fail to return a signed copy of your confirmed booking form but submit money by way of a deposit or full balance we will assume you agree to all our standard terms and conditions.

Special Requests

Any special request with regards to room allocation or dietary preferences must be outlined in writing at the time of the booking. We will strive to fulfil all such requests, although we do not guarantee they will be possible.

Deposit and Payments

A contract will exist once we have received a deposit payment from you or your group (or payment in Full for late bookings) and we have issued a confirmation invoice/receipt. Please review our confirmation invoice and notify us of any inaccuracies within 3 days of receipt. We regret we cannot accept liability if we are not informed within this period. For a booking with us to be completed we require a standard non-refundable deposit equal to the fee applicable for one member of your group. Please note that we retain the right to vary this amount as we see appropriate and we will state the deposit requirements on your final booking form. Please note all of our packages are built on a tailor made basis and therefore prices are subject to alteration before the point of confirmation. We will confirm any such changes before payment is made. Your deposit will be held towards the full cost of the holiday. We must receive the full amount payable by you and your group by no later than 50 days before the departure date. In the case of holidays booked less than 49 days before departure we must receive the full amount payable by you and your group within 7 days of us sending written confirmation and our invoice, or such shorter time as we may specify. In the case of non-payment of the full balance by the due date we reserve the right to cancel your booking and retain your deposit and cancellation charges will apply as laid out below. Deposits paid by you and your group are non-refundable. Credit card bookings will incur an additional charge of 2% (4% for American Express) to cover bank charges and debit cards receive an additional charge of 50 pence.

Changes made by you

Following payment of the deposit, PolVenture Ltd will strive to accommodate for any changes you may wish to make without additional payment. Only if additional costs are incurred by PolVenture Ltd as a consequence of any changes will amendment fees apply. If you wish to make a change to your holiday itinerary within 50 days of your departure then you must inform PolVenture Ltd in writing and we reserve the right to charge an amendment fee at our discretion, subject to the level of time and work necessary to facilitate the changes. The original itinerary price is subject to the group size quoted; changes in group size are likely to influence prices.

Cancellation by you

Cancellation charges will apply if you cancel your holiday with PolVenture Ltd. These are calculated as a percentage of your confirmed holiday price as stated on your invoice confirmation. Your appropriate cancellation rate will be calculated from the date we receive your written notification of cancellation by post or email.

No. of days before departure when we receive your cancellation	Charge as a % of holiday price as stated in your confirmation invoice excluding insurance premiums
More than 56 days before departure	Deposit
Between 56 and 42 days before departure	Deposit plus 30% of remaining balance
Between 41 and 28 days before departure	Deposit plus 45% of remaining balance
Between 27 and 14 days before departure	Deposit plus 70% of remaining balance
Less than 14 days	Deposit plus 100% of remaining balance

Cancellation by us

We reserve the right to cancel or modify itineraries or bookings where circumstances require. For minor changes to your itinerary you will be compensated. For major changes PolVenture Ltd offers the opportunity to cancel your holiday with us and receive a full refund of all monies paid by you to PolVenture Ltd. Major changes are recognised as:

- A change to the specifically agreed upon itinerary
- A change to specifically requested hotel to a much lower standard

Please note that to qualify for a refund, we must receive a request in writing. PolVenture Ltd reserves the right to cancel you and your groups holiday up to and including 56 days before your departure date.

Price Changes

Our quotes are formed upon the basis of costs applicable as at the booking date. In the unlikely event of price changes, we will strive to notify you no later than 8 weeks before you and your group are scheduled for departure. You are then free to cancel your holiday and receive a full refund if monies have been paid to PolVenture or cancel certain elements of your booking. If we do not receive a written cancellation request within 7 days of our price change notice, we will assume that you and your group have accepted the new price. We uphold not to change any price for holidays booked within 8 weeks of departure UNLESS your group changes in size. In this event we unequivocally reserve the right to change the price of your PolVenture Ltd holiday.

Surcharges

The following areas are liable for surcharge: government action and currency. We undertake to absorb up to 2% of the holiday price before requesting you to pay the outstanding surcharge costs. Please note the holiday price does not include visa charges and amendment fees. If the surcharge value exceed that of your holiday price by 10% you are entitled to a refund of all monies paid to PolVenture Ltd, excluding visa charges and amendment fees. We require written notice of any cancellation.

Force Majeure

'Force majeure' includes: war, threat of war, riots, civil disobedience or strife, industrial dispute, terrorist activity, acts of god, natural or nuclear disaster, fire, adverse weather conditions, level of water, technical or maintenance problems with transport and changes of schedules or operational decisions of transport providers, closure of airports or any unforeseeable or unavoidable event beyond the control of PolVenture or its suppliers.

We hold no responsibility for changes or cancellations due to these events that neither our suppliers nor us can foresee or avoid. Consequently, we will not consider any compensation requests.

Passports and Visas

It is your responsibility to ensure you and all the members of your group have passports that enable entry into Poland and are valid for at least 6 months after your return date. We accept no responsibility or will not refund any money in circumstances where you are unable to travel as a result of misplaced or invalid passport or insufficient or inadequate visa documents.

Liability

PolVenture undertakes no liability for any act, omission or default, whether negligent or otherwise, of any of our suppliers. This includes damage or loss that is caused by the negligence, act or omission of any supplier or third party. We strongly recommend you take out insurance that covers you for these circumstances, for example baggage loss or damage. In any circumstance where the liability of PolVenture Ltd cannot be excluded, such liability is constrained the agreed upon values of the purchased travel arrangements. All activities that you and your group partake in as part of your PolVenture package are undertaken at your own risk; we accept no liability for any illness, personal injury or death to you or any member of your group. If you are late for transfers you are liable to pay additional charges incurred by us as a result of your lateness.

Insurance

It is your explicit responsibility to take out adequate insurance protection before you travel. We recommend any insurance policy to cover loss of deposit and other monies through cancellation, loss or damage to personal baggage and loss of money, medical expenses, and additional expenses to cover hotel accommodation and repatriation costs to the UK should any services need to be extended or curtailed due to illness or other insurable risk. PolVenture can arrange for insurance cover through our associated agent. For any activity you and your group participate in during your trip, you and your group do so at your own insurance responsibility and any claims must be directed at the company providing the service. We take no responsibility for our suppliers. It is your responsibility to sign disclaimers presented to you for any activities deemed to be high-risk: e.g.: quad-biking, go-carting, paintball etc.

Data Protection

Your name and personal details will be used as necessary in processing your booking and complying with legal requirements. We may also use your details to advise you of future PolVenture packages and special offers unless you tell us you do not want to receive such promotional material. Any sensitive material we receive from you will not be exposed to a third party apart from when it is necessary to communicate your needs to one of our suppliers.

PolVenture Ltd Website and Promotional Material

All photographs and other promotional material are used by us for promotional purposes only; they are given as appropriate representations and are given in good faith.

In using our website you agree to the following: The contents of our website are protected by copyright under both English and all applicable laws. We aim to be accurate in our as to the details on our web site but we make no commitment to the accuracy, reliability, completeness or timeliness of the Material (Images, graphics, text and other). The Material may contain inaccuracies or typographical errors. We do not make any guarantee as to the web-site operating trouble-free or that the Website and its server are free from computer viruses or other harmful materials. We are not responsible for any costs associated with technical repair work necessary following a visit to our Web site. The Websites and Material are provided on an "as is" basis without any warranties of any kind. To the fullest extent permitted by law, we disclaim all warranties, including the warranty of merchantability, non-infringement of third parties' rights, and the warranty of fitness for particular purpose. We make no warranties about the accuracy, reliability, completeness or timeliness of the material, services, software text, graphics and links. Our Websites may contain links to third party websites. These links are provided solely as a convenience to you and not as an endorsement by us of the contents on such third party websites. We are not responsible for the content of linked third party sites and do not make any representations regarding the content or accuracy of materials on such third party websites. If you decide to access linked third party websites, you do so at your own risk.

Behaviour

Whilst travelling with PolVenture Ltd you are expected to behave respectfully to the environment and other people. All our suppliers and hotels are in their rights to terminate, without notice, your stay or activity under threat of behaviour deemed inappropriate by them (e.g.: violence, vandalism etc.) In such cases there will be no entitlement to any refund. We accept no liability for accidents or misadventure that occur whilst you or any member of your group is under the influence of drink or drugs. Please note some hotels will require behaviour 'bond' to be placed with a credit card or cash and although we will try to always provide you with prior notice of this, we cannot guarantee such notice will be given. You must not behave in a way that may cause distress or annoyance to others or which may create the risk of danger or damage to property. If you are subject to arrest, or are prevented from travelling at the discretion of an airline or other transport providers, or if you are evicted from a hotel at the discretion of the hotel management, we will not refund any portion of the cost of your holiday and, if we incur any expense as a result of your behaviour, you will be obliged to compensate us for that expense.

Terms and Availability

In the unlikely event that our suppliers' terms and/or availability for your group changes after you have made a booking, we will do our utmost to ensure you experience as little disruption as possible. We offer goods and services on behalf of our suppliers and do so in good faith. If we are unable to make alternative arrangement in the case of a supplier cancellation then we will offer an alternative or a refund for that part of your booking. Refunds will not apply in the case of weather dependent activities beyond our control (Skydiving, Skiing, Hand-gliding, Ballooning etc).

Agency

Products and services are sold by PolVenture Ltd as an agent for wholesale companies and other suppliers providing services, including accommodation and transportation. PolVenture Ltd is not a provider of services and has no responsibility for services provided or not provided by any party. We give and make no warranty or representation regarding the standard of any service or product to be supplied and no person has authority to make any such representation or warranty on behalf of PolVenture Ltd. All tickets, coupons, exchange orders, vouchers and receipts are issued subject to the appropriate tariffs and terms and conditions of sale of suppliers and these terms. They are issued by us as agent only.

Complaints

Please submit any complaints to either a PolVenture representative or in writing. PolVenture will strive to rectify any problems as soon as possible. If you submit a complaint after the completion of your holiday with us, we must receive it within 14 days. With regard to complaints regarding injury, illness or injury as a result of negligence on behalf of PolVenture Ltd, financial compensation will be limited to those directed by the International Conventions and we will pay reasonable costs up to a maximum of £5,000 per person.

Terms and Conditions of our suppliers

Our suppliers (hotels, activity providers etc.) all have individual terms and conditions in respect to their liability and protocol. It is your responsibility to acquaint yourself with these. If you would like to review these terms and conditions PolVenture will provide them if requested.

Tickets for specific events

We cannot be held responsible for any cancellations, re-scheduling, changes of venue or changes of cast made after the booking of your holiday for any specific event (e.g.: sporting). If you wish to cancel your travel arrangements due to performance change the stated terms and conditions for cancellation will apply.

Governing Law

These terms and conditions are in place to ensure the smooth running and enjoyment of your PolVenture Holiday.

They are governed by English Law and shall be subject to the exclusive jurisdiction of the English Courts. It shall be your responsibility to ensure that all requirements applicable to your PolVenture holiday, including but not limited to all necessary licences, permits, passports and visas, shall have been obtained by all members of your group.

The following terms and conditions are personal to you and your group. You or your group shall not assign, transfer or change your rights and responsibilities under these conditions or any of them, without our prior written consent. The provisions of these conditions are severable and distinct from one another, and, if at any time any of the provisions is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions shall not in any way be affected or impaired. The headings in these conditions are for convenience only and do not affect the interpretation of the agreement.

Unlicensed Entity Disclaimer

If you request PolVenture Ltd to arrange for the provision of products or services by a person or company which is not licensed in accordance with any applicable law, PolVenture Ltd accepts no liability (whether in contract, for negligence or otherwise) for any loss or damage.