

**GENERAL BUSINESS TERMS AND  
CONDITIONS  
PROVISION OF SERVICES BY  
TRAVEL AGENT CZECH AIRLINES  
HANDLING, A.S.  
("GBTC")  
Valid from 1. 6. 2019**

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## 1. Introductory provisions, common provisions

1.1. As used in these GBTC, the following terms shall have the meanings specified below:

a) **"Travel Agent"** means Czech Airlines Handling, a.s., registered office at Aviatická 1017/2, 161 00 Prague 6, company identification number: 25674285, incorporated in the Companies Register kept by the Metropolitan Court in Prague, Section B, insert 17139, by way of a decision of International Air Transport Association (hereinafter referred to as **"IATA"**) with effect since 16 May 2012;

b) **"Passenger"** means a natural person or a legal entity for which or whom the Travel Agent provides the Services defined in cl. 2.1 hereof.

c) **"Carrier"** is an airline operating passenger flights and providing related services. The Carrier means any airline which is a member of IATA and/or low-cost Carriers which are not members of IATA.

d) **"Service Provider"** is an entity different from the Travel Agent which provides any of the Services listed in cl. 2.1 hereof to the Passenger.

1.2. These GBTC regulate solely and exclusively the mutual rights and obligations of the Passenger and the Travel Agent arising from the provision of the Services defined in these GBTC. The provision of the Services shall, to the full extent, be governed by the

terms and conditions of specific Providers of such Services and as the rights and obligations arising therefrom shall arise directly between the Passenger and the Service Provider.

1.3. The rights and obligations created between the Passenger and the Travel Agent shall be governed by the laws of the Czech Republic, in particular, Act No. 89/2012 Sb., Civil Code, as amended. The court having subject-matter and territorial jurisdiction pursuant to the applicable provisions of Act No. 99/1963 Sb., Civil Procedure Code, as amended, shall be the court competent to resolve disputes between the Passenger and the Travel Agent.

1.4. The Passenger acknowledges and agrees that the mutual rights and obligations of the Passenger and the Travel Agent shall be governed by these GBTC; the current wording of the GBTC shall always be available at the branch of the Travel Agent situated in Terminal 2, Václav Havel Airport, Prague 6 - Ruzyně. The Passenger acknowledges the right of the Travel Agent to amend the business terms and conditions unilaterally and to a reasonable extent. In the event of such unilateral change of the GBTC, the Travel Agent shall be entitled to notify the Passenger of such change by updating the copy of the GBTC available at the branch. The Passenger shall be entitled to terminate the contract under which the Services were provided to it in writing no later than 30 calendar days from the date on which the updated version of the GBTC was made publicly available in the Travel Agent's branch. The Passenger must send such written termination notice by registered letter through a recognized postal service provider to the Travel Agent's registered office address. The failure to exercise the right to terminate the contract by the deadline specified in the preceding sentence by the Passenger shall be deemed the Passenger's consent with the updated GBTC.

1.5. The Passenger is obliged to pay the price of the Service under these GBTC within the time-limit specified in the relevant contract or within the time-limit specified in the relevant order. If no such order has been specified, the Passenger is obliged to pay

the price for the Service no later than within 14 calendar days from the date on which the contract was signed. Payments paid by a wire transfer to a bank account shall be deemed to have been paid by the Passenger within the time-limit in accordance with the previous sentence provided they are made by 17.00 hours of the last date of the time-limit at the latest. Payments made after 17.00 hours shall be deemed, for the purposes of these GBTC, payments paid on the following business days. The Passenger is entitled to pay the price for the Service in cash or by a payment card in the Travel Agent's branch.

**1.6** The Passenger acknowledges that until the total price of any Service provided by the Travel Agent is paid in full, its order or booking of any such specific Service shall not be binding and the total price of the Service may change. The Travel Agent shall accept orders for the Services from the Passengers during its business hours. Orders made by the Passenger and delivered to the Travel Agent after the end of the business hours shall be handled, without undue delay, on the following business day.

**1.7.** The Passenger who meets the definition of the consumer as stipulated by the applicable and effective legislation and who delays the payment of the price of the Service provided under these GBTC shall, in addition to the price of the Service, be obliged to pay late payment interest in the amount set forth by special legislation valid and effective in the Czech Republic. The Passenger who does not meet the definition in accordance with the preceding sentence, shall be obliged to pay late payment interest of 0.5% for each day of delay if the same delays the payment of the price of the Service.

**1.8.** These GBTC shall not apply to mutual rights and obligations of the Passenger and the Service Provider which shall be regulated by a contract executed directly by and between the Passenger and the Service Provider; they shall not apply, in particular, to:

a) Mutual rights and obligations of the Passenger and the Carrier created in connection with the operation of air transport, or to the provision of any other services related to air transport. Such rights and obligations shall be governed by the terms and conditions of the relevant Carrier.

b) Mutual rights and obligations of the Passenger and the Insurance Company in cases when the Travel Agent acts as an insurance intermediary. Such rights and obligations shall be governed by the applicable insurance contract, and related insurance terms and conditions, if any, which the Passenger is obliged to read and understand. The Passenger is obliged to contact the Insurance Company directly with any and all enquiries about the insurance.

c) Mutual rights and obligations of the Passenger and the Accommodation Provider arising from an accommodation contract, which shall be governed by such accommodation contract.

d) Mutual rights and obligations of the Passenger and the Car Rental Agency, which shall be governed by the terms and conditions of such Car Rental Agency.

## 2. Services

**2.1.** The Travel Agent acts as an **intermediary** for the Passenger of the following services (hereinafter referred to as the **"Services"**):

- a) Booking and issuing of air tickets on behalf of all IATA and non-IATA member (hereinafter collectively referred to as the **"Air Ticket Booking and Issuing"**);
- b) Insurance mediation;
- c) Visa arrangements;
- d) Accommodation arrangements;
- e) Car Rental arrangements;
- f) VIP lounge entry arrangements at Václav Havel Airport Prague;
- g) Train ticket sale arrangements;

### 3. Air Ticket Booking and Issuing

**3.1.** The Air Ticket Booking and Issuing service is provided by the Travel Agent under a contract on passenger flights and any related services (hereinafter referred to as the “**Contract**”), which is entered into by and between the Passenger and the Carrier through the Travel Agent. The Passenger acknowledges that by signing the Contract the same assumes rights and obligations concerning air transport and related services between the Passenger and the specific Carrier as the Service Provider within the meaning of these GBTC. The Travel Agent acts as an intermediary in the execution of the Contract. The Passenger acknowledges that the Travel Agent is not responsible for proper, incl. timely operation of passenger flights and/or any related services, which the Carrier is bound to fulfil in a proper and due manner. The Travel Agent is not responsible for any losses of property or damage to health caused as a result of passenger flights and/or related services provided by the Carrier.

**3.2.** The Contract between the Travel Agent and the Passenger is created on the basis of an order placed by the Passenger and confirmed by the Travel Agent (hereinafter referred to as the “**Order**”). The Passenger may place the Order in one of several ways:

a) In person at the Travel Agent’s branch situated in Terminal 2, Václav Havel Airport, Prague 6 – Ruzyně; or

b) By email to [airservice@airhandling.cz](mailto:airservice@airhandling.cz) or by phone at numbers: +420 220 115 961 or +420 724 138 525.

The Passenger acknowledges that, using any of the methods above, the same makes the Order binding and agrees without any reservations with the provisions of the GBTC which are valid and effective at the time when the relevant Order was placed.

**3.3.** The Passenger is responsible for the accuracy of the details in the Order, including (without limitation) the accuracy of his or her personal data stated in the Order and for the accuracy of the transport dates notified by the Passenger. At the request of the Travel Agent, the Passenger is obliged to present his or her identification documents to check the accuracy of the personal data. The Passenger is obliged to apply any specific requirements, incl. any discount eligibility requirements, when the Order is implemented prior to its confirmation at the latest unless otherwise stated by the Carrier, of which the Travel Agent shall notify the Passenger. Whether or not the discount eligibility requirement applied by the Passenger is satisfied shall be at the sole discretion of the Travel Agent. The Passenger is obliged to check all his or her personal data stated in the travel documents for accuracy without any delay. The Passenger acknowledges that the Travel Agent shall not be liable for any consequences of the provision of inaccurate or similar data, incl. the exclusion of the Passenger from the flight by the Carrier.

**3.4.** The Passenger acknowledges that the Travel Agent is entitled to charge a service fee starting from the moment the Order is confirmed by the Passenger. The amount of the service fee is specified in the pricelist the copy of which is publicly available at the counter of the Travel Agent in Terminal 2, Václav Havel Airport, Prague 6. The Travel Agent is obliged to inform the Passenger, at his or her request, of such amount. The Passenger acknowledges that if the travel document is cancelled, regardless of whether by the Passenger or by the Carrier, the service fee shall not be refunded to the Passenger. The Passenger acknowledges that the Carrier and/or the Travel Agent may charge a fee for the cancellation of a travel document or any change in the booking up to the amount of the service fee in accordance with the first sentence of this cl. 3.4 hereof, and/or at the rate defined in the tariff conditions of the specific Carrier.

**3.5.** The Passenger also acknowledges that until the price is paid, including any and all airport, fuel and similar charges, incl. the service fee in accordance with cl. 3.4 hereof, or with respect to Passengers who

agreed with the Travel Agent to pay on the basis of an invoice, until they make a binding Order, the booking may be cancelled or changed for reasons attributable to the Carrier.

**3.6.** The Passenger acknowledges that the Travel Agent is neither entitled nor obliged to handle and/or accept complaints relating to the services provided by the Carrier, incl. any damage to baggage. The Passenger acknowledges that any and all acts related to complaints shall be governed by the Complaint Rules or similar documents of the Carrier. The Passenger shall have no claims against the Travel Agent relating to such complaints. The complaint procedure, incl. the determination of the Travel Agent's responsibility, is specified in more detail in cl. 7.4. Complaint Procedure and Cancellation Conditions.

**3.7.** Travel documents shall be booked and issued according to the Passenger's requirements, using all applicable discounts and benefits, in compliance with the conditions of the Carriers and using the most favourable tariffs of the Carriers. The Travel Agent shall not be responsible for any changes of the Carriers' tariffs.

**3.8.** The Travel Agent is entitled to charge payment for the Air Ticket Booking and Issuing on the date specified in the invoice or the order. The price shall be deemed paid on the day on which the price is credited to the bank account notified for such purposes by the Travel Agent or on the day on which the amount corresponding to the price is received in cash by the Travel Agent. The Passenger acknowledges that he or she may be obligated to pay an advance, in accordance with the requirements of the Carriers, by deadlines and in amounts as required by the Carriers. The Passenger is entitled to Air Ticket Booking and Issuing only if the price of such services, incl. any related fees and charges, has been paid in full to the bank account notified for such purposes by the Travel Agent.

**3.9.** Fees for any changes to booking and cancellation of air tickets shall be due and payable immediately, i.e. at the moment when the air ticket booking is changed and/or the air ticket is cancelled. The total amount of the fee for the change of an air ticket booking in accordance with the preceding sentence comprises the fee in the amount specified in the tariff conditions of the Carriers and the service fee of the Travel Agent set when the air ticket was purchased. The Travel Agent is obliged to change or cancel the air ticket as requested by the Passenger without any undue delay.

**3.10.** The Passenger acknowledges that the time-limit for the payment in accordance with cl. 1.5 hereof may vary according to the specific requirements of the Carrier relating to the corresponding price tariff of the Carrier.

**3.11.** The Passenger acknowledges that the Carrier is fully responsible for transport of baggage.

**3.12.** If the Travel Agent ensures the Service for the Passenger on a date different from the date requested by the Passenger, the same is obliged to notify the Passenger of such fact in good time and it is the exclusive right of the Passenger to decide whether or not the same will use the Service in accordance with the preceding sentence.

**3.13.** If the Travel Agent fails to provide the Service (air tickets) for the date requested by the Passenger, despite all reasonable efforts, the same shall notify the Passenger without any delay.

**3.14.** The Travel Agent shall only be responsible for:

- a) Due and timely notification of the Carrier that the Order was placed and the Contract was executed;
- b) Due and timely provision of the acknowledgment of the Order by the Carrier, if required by the terms and conditions of the Carrier;

c) Due issuing of the air ticket or another travel document;

d) Due delivery of necessary documents to the Carriers;

e) Due notification of changes, and/or cancellation of the Contract, both to the Carrier and the Passenger, provided the Travel Agent is notified of such changes in accordance with cl. 3.16 hereof; and

f) Due and timely remittance of the price of the Services to the relevant Carrier's account.

**3.15.** The Passenger is responsible for the accuracy of the Order in terms of its contents and form. The Passenger is, in particular, responsible for the accuracy of his or her name, surname and other personal data, age, timely application of any discount on grounds of age or on other grounds. The Passenger undertakes to provide an identity card and other data necessary for identification for the purposes of passenger flights, in compliance with the requirements of the Carrier. The Passenger is responsible for the accuracy of the data related to the flight, i.e. the accuracy of the date when the transport should take place. The Passenger is also obliged to notify the Travel Agency of his or her requirement for transport of any non-standard items, such as animals, weapons, sports equipment etc. The Passenger acknowledges that the Carrier may request a payment, in accordance with its terms and conditions of carriage, for any additional change of data or transport of non-standard items, or may exclude the Passenger from transport without any refund. The Passenger acknowledges that the Travel Agent is not responsible for the facts mentioned in the preceding sentence.

**3.16.** The Passenger acknowledges that the Travel Agent is not obliged to find out about any changes to bookings before the air ticket is purchased or any change of transport after the air ticket is purchased and notify the Passenger of such facts. In compliance

with point e) of cl. 3.14 hereof, the Travel Agent is obliged to notify such information only if the Carrier notifies the Travel Agent of such information and only provided that such information is notified to the Travel Agent by the Carrier at least 24 hours before the scheduled departure.

**3.17.** The Passenger is, in particular, responsible for:

a) Compliance with any regulations relating to visas for the entire duration of the flight, including a visa required for the stay in the transit area of an international airport;

b) Accuracy of all data provided to the Travel Agent;

c) Check of any changes to the flight after the air ticket is purchased (this must be checked with the relevant Carrier); and

d) Timely arrival for the flight.

**3.18.** The Passenger is obliged to notify the Travel Agent of valid contact details (incl. any change of such details) when the same is purchasing air tickets or any other related services in case the Travel Agent is notified of changes to the flight or its conditions. If the contact details provided by the Passenger are not accurate, Czech Airlines Handling, a.s. shall not be liable for any damage incurred by the Passenger.

**3.19.** The Passenger is obliged to:

a) Use the first leg of the journey according to the booking and use coupons in the order specified in the air ticket, otherwise the entitlement to transport ceases to exist without any refund for the Passenger;

b) Check the permitted weight of baggage; and

c) Check the accuracy of the details in the booking and subsequently in the travel document at the time the Passenger receives such document (in particular, the first name and surname, dates, route, date of

birth, if applicable); by taking over the air ticket or flight itinerary, the Passenger represents that he or she agrees with such details.

#### 4. Insurance Mediation

**4.1.** The Travel Agent shall arrange travel insurance (hereinafter referred to as the “**Travel Insurance**”) for the Passenger following an order placed by the Passenger by phone, email or in person at the Travel Agent’s branch. The Passenger acknowledges that, together with the order, the same is obliged to provide the Travel Agent with the personal data of persons for whom the Travel Insurance is to be arranged in the scope requested by the Insurance Company, the official name of the country to the territory of which the Travel Insurance applies and also the exact Travel Insurance dates as requested by the Passenger.

**4.2.** The Travel Agent is entitled to arrange the Travel Insurance as an intermediary with insurance companies as the Service Provider within the meaning of these GBTC (hereinafter referred to as the “**Insurance Company**”). The Passenger may execute the Travel Insurance also to cover any costs incurred by the Passenger in connection with the termination of the contract. If requested by the Passenger, the Travel Agent arranges for Travel Insurance. The insurance contract is created between the Passenger and the Insurance Company. Any insurance claims and other claims from insurance companies shall be presented by the Passenger who signed the insurance contract directly with the Insurance Company.

**4.3.** By signing the insurance contract the Passenger also confirms that the same is entitled to arrange insurance for other persons (the insured persons) and that the same has received pre-contractual information about insurance and insurance terms and conditions. In compliance with the law, the Passenger shall also receive the policy, together with Journey Contract.

## 5. Visa Arrangements

**5.1.** The Travel Agent shall arrange a visa (hereinafter referred to as the “**Visa**”) for the Passenger following an order placed by the Passenger by phone, email or in person at the Travel Agent’s branch. The Passenger acknowledges that, together with the order, the same is obliged to provide the Travel Agent with the personal data of persons for whom the Visas are to be arranged in the scope requested by the embassy to the territory of which the Visa validity applies. The Passenger shall provide the Travel Agent with the official name of the country to the territory of which the Visa validity applies and also the exact Visa dates. The Passenger acknowledges that the embassy of the country for which the Visa is to be issued may request provision of further information by the Passenger not explicitly specified in this clause. The Passenger acknowledges that the Travel Agent shall not take any measures in order to arrange the Visa until any and all details necessary for the Visa are provided by the Passenger.

**5.2.** In connection with the Visa arrangements, the Passenger undertakes to pay the administration fee in the amount specified by the applicable legislation of the countries to the territory of which the Visa applies, and to pay a fee to the Travel Agent for the Visa arrangements in the amount of the pre-determined service fee. By paying both amounts in accordance with the previous sentence, a contract is executed between the Passenger and the Travel Agent.

**5.3.** If, after the order is placed or the contract is executed in accordance with cl. 5.1 or 5.2 of these GBTC, but before the Visa is issued, the Passenger decides to withdraw the order or to terminate the contract, the Passenger acknowledges that the Travel Agent is entitled to charge a cancellation fee in the amount of the service fee from the Passenger.

**5.4.** The Passenger acknowledges that if the order or the contract in accordance with the preceding clause is cancelled or terminated, the administration fee is not refunded. The Passenger acknowledges that the administration fee in accordance with the preceding sentence is not refunded even if the Passenger's application for visa is rejected.

**5.5.** The Travel Agent shall:

- a) Give all the supporting documents received from the Passenger to the competent embassy without undue delay ;
- b) Inform the Passenger, at the Passenger's request, of the processing of his or her application;
- c) Give the Visa and any and all relating documents to the Passenger without undue delay after they are issued by the embassy.

**5.6.** The Passenger acknowledges that it is not the Travel Agent's responsibility if the Visa is not granted, in particular, due to the failure to provide necessary documents and assistance by the Passenger, or if the Visa is not granted by the embassy for legal reasons (incl. the discretion of the embassy) stipulated by the legislation of the country concerned. The Travel Agent is not responsible for the accuracy of information relating to the visa obligations which the Passenger is obliged to check at his or her risk and expense.

**5.7.** The Travel Agent is entitled to withdraw the contract with the effect from the date of the notice to the Passenger if, at the discretion of the Travel Agent, the trust between the Travel Agent and the Passenger has been damaged. In the event of the withdrawal from the contract in accordance with the preceding sentence, the Travel Agent is entitled to keep a part of the fee in reasonable proportion to the acts already made by the Travel Agent. In the event of the contract termination, the Travel Agent is obliged to give back to the Passenger all the

documents received from the Passenger for the purposes of Visa arrangements and until they are given back, the Travel Agent must keep them with due care.

## **6. Accommodation and Car Rental Arrangements**

**6.1.** The Travel Agent is an authorized intermediary of accommodation services and/or car rental services (hereinafter referred to as the "**Accommodation Service**" and "**Car Rental Service**") of selected providers of such services. The Travel Agent has signed contracts with such providers under which the Travel Agent is authorized to agree the terms and conditions of such services with the Passenger on behalf of the provider, to confirm binding orders of such services and to collect the price of such services on its own behalf.

**6.2.** The Travel Agent offers the Passenger an opportunity to arrange Accommodation Services and/or the Car Rental Services with selected providers. The Passenger acknowledges that the rights and obligations are created only for the provider of such services and the Passenger, not the Travel Agent who acts as an intermediary only.

**6.3.** The Passenger acknowledges that the Provider of the Accommodation Services and/or Car Rental Services is responsible for the provision thereof in accordance with its business terms and conditions, not the Travel Agent. Since the Travel Agent is not a direct provider of the Accommodation Services and/or the Car Rental Services, it is not responsible for proper and timely provision of such Services and/or for any accident, sickness, loss off or damage to things or other property of the Passenger in connection with the accommodation or car rental.

**6.4.** Orders for Accommodation Services or Car Rental Services may be done in one of the following ways:

a) In person, at the Travel Agent's branch situated in Terminal 2, Václav Havel Airport, Prague 6 – Ruzyně;  
or

b) At the email address: [airservice@airhandling.cz](mailto:airservice@airhandling.cz);

c) By phone at telephone number: +420 220 115 961  
or +420 724 138 525.

The Passenger acknowledges that, by using any of the methods above, the same makes the Order for Accommodation Services and/or Car Rental Services binding and agrees without any reservations with the provisions of the GBTC valid and effective at the time when the relevant Order was placed.

**6.5.** After receiving the order in any of the methods mentioned in points. a) – c) of cl. 6.4 above, the Travel Agent shall confirm its receipt without delay and after it is acknowledged by the Accommodation Service and/or Car Rental Service Provider (if necessary according to the terms and conditions of such providers), the Travel Agent shall send the Passenger the acknowledgement of the order with the indication of details of the accommodation or rented car, of the service provider and the total price:

a) Electronically to the email address notified by the Passenger when booking the Service; or

b) In an agreed method (e.g. by post or by electronic means), if the booking was made by phone, email or in person at the Travel Agent's branch.

**6.6.** The arrangements of the Accommodation Services and/or Car Rental Services shall become binding between the Passenger and the Service Provider after the Passenger, having checked the validity of the accommodation and/or car rental booking with the Travel Agent, pays the total price. By paying the total price, the Passenger confirms that the Travel Agent provided the Passenger with any and all necessary information (incl. the terms and conditions of cancellation and complaints) and relating documents.

**6.7.** After making a binding order of the Accommodation Service and/or Car Rental Service, the Travel Agent is obliged to issue and give or send an accommodation voucher and/or car rental voucher to the Passenger if such voucher is necessary for the accommodation or car rental.

**6.8.** Any proposed changes or cancellations of the Accommodation Services and/or Car Rental Services ordered by the Passenger, if permitted by the terms and conditions of the Service Provider, are permitted; the Passenger is obliged to notify them directly to the Service Provider, or, if permitted by the terms and conditions of the Service Provider, through the Travel Agent. The Passenger acknowledges that if the same contacts the Travel Agent to change or cancel the Service in accordance with the first sentence, this must be done, to the best of the Passenger's ability, as soon as possible and during the business hours of the Travel Agent. The Travel Agent reserves the right not to accept the changes or cancellations proposed by the Passenger if (i) they are made outside the business hours of the Travel Agent, or (ii) if the Passenger is already outside the territory of the Czech Republic. In such case, the Passenger is obliged to contact the Service Provider directly

**6.9.** The Passenger acknowledges that the Travel Agent is not entitled to admit any complaints of the Accommodation Services and/or Car Rental Services and/or to handle them on behalf of the Service Provider. Unless otherwise provided in the complaint terms and conditions of the Service Provider, complaints must be presented, in the case of defects which can be removed immediately, without undue delay to the authorized person of the Accommodation or Car Rental Service Provider, and if such complaint is not satisfied to the Service Provider directly.

**6.10.** The Travel Agent shall be responsible only for the discharge of its obligations relating to the binding order of the Service in accordance with this cl. 6 hereof, including (without limitation):



a) Due and timely notification of the Accommodation Service and/or Car Rental Service that the Order was placed and the Contract was subsequently executed;

b) Due and timely ensuring of the confirmation of the Order by the Service Provider if requested by the terms and conditions of the Service Provider;

c) Due and timely issuing of a voucher for the Services;

d) Due delivery of necessary documents to the Service Provider;

e) Due notification of changes, and/or cancellation, both to the Service Provider and the Passenger on the business day following the day on which the Travel Agent was informed of such change; and

f) Due and timely remittance of the price for the Service to the Service Provider's account.

**6.11.** The Passenger acknowledges that the Travel Agent is not obliged to ensure any changes to bookings before the price of the Accommodation Service and/or Car Rental Service is paid if the voucher for such services has already been issued and to provide such information to the Passenger.

**6.12.** After the payment of the price of the Accommodation Service and/or Car Rental Service, the Passenger is obliged to notify the Travel Agent in writing of his or her valid contact details (incl. any change of such details) to which any change of the Services may be notified. If the contact details provided in writing are not accurate, the Travel Agent shall not be liable for any damage incurred by the Passenger as a result of failure to notify changes.

**6.13.** The Passenger is, in particular, responsible for:

a) Accuracy of all data provided to the Travel Agent;

b) Timely use of the Service provided in accordance with this clause hereof.

**6.14.** The Passenger is obliged to:

a) Check the validity of travel documents and the conditions of entry in all transit countries and destination countries which he or she will visit in order to use the Service ordered, including (without limitation) entry formalities and visa requirements, in good time prior to the commencement of accommodation or car rental, with respect to the Passenger and all other persons involved in accommodation. The Passenger acknowledges that neither the Travel Agent nor the Service Provider shall be responsible for any damage incurred if the Passenger or other travelling persons is/are refused entry in the transit or destination country or refused to check-in to fly to such destination;

b) Obtain, for himself or herself and other travelling persons, necessary stay and transit visas;

c) Ensure that the Passenger and other travelling persons meet health or other requirements necessary for the journey or stay in all transit and destination countries;

d) Check the accuracy of the details in the voucher for accommodation issued by the Travel Agent (in particular, personal data, accommodation details, type of accommodation, type of rented car etc.); by taking over the voucher for the Service, the Passenger represents that he or she agrees with such details.

**6.15.** The Passenger acknowledges and agrees that cancellation of the Accommodation Service and/or Car Rental Service shall be governed by the terms and conditions of the Service Provider.

## 7. Other Provisions

### 7.1 Delivery:

**7.1.1.** Any notices and other communication may be delivered to the Passenger to his or her email

address or may be kept for collection by the Passenger directly in the Travel Agent's branch located in Terminal 2, Václav Havel Airport, Prague 6 – Ruzyně.

**7.1.2.** Any notices and other communication may be delivered to the Travel Agent by the Passenger to the email address: [airservice@airhandling.cz](mailto:airservice@airhandling.cz), or by post to the address: Czech Airlines Handling, a.s., Aviatická 1017/2, 161 00 Praha 6 through a postal service provider.

**7.1.3.** Any documents and deeds delivered by the Passenger to the Travel Agent in a manner different from the manners specified herein may not be taken into account by the Travel Agent.

**7.1.4.** Email messages sent by the Travel Agent to the Passenger to his or her email address shall be deemed to have been received after they are sent by the Travel Agent. The Travel Agent shall be responsible for any errors in the transmission of email addresses only if the same causes such error.

**7.2.** Where the Service includes vouchers, air tickets or other documents, by receiving them the Passenger confirms that he or she has checked them and agrees with the details specified therein.

**7.3.** With respect to all electronic documents which relate to any of the Services provided, the Passenger shall be obliged to print all necessary documents in order to use the Service.

#### **7.4. Complaint Procedure and Cancellation Conditions**

**7.4.1** The Passenger acknowledges that the Travel Agent is not entitled to admit any complaints of the Accommodation Services and/or Car Rental Services and/or to handle them on behalf of the Service Provider. Unless otherwise stated herein with respect to a specific Service, complaints must be made in compliance with the terms and conditions of the Service Provider. For the avoidance of doubt, complaints about delays or cancellations of flights,

services on board, damage or loss of baggage shall be made by the Passenger directly to the Carriers in accordance with the terms and conditions of such Carriers. Cl. 7.5 hereof shall not be affected by the provision of this clause.

**7.4.2.** Complaints about air ticket bookings shall be made to the Travel Agent without any delay after defective provision of such Service was detected. The Travel Agent is obliged to inform the Passenger about the processing of the complaint and to express its view on the complaint within 30 days after receiving the complaint.

**7.4.3.** Cancellation of already ordered air tickets or other Services by the Passenger must be in writing and notified to the Travel Agent in compliance with the tariff conditions of the Carriers, or in compliance with the business or other terms and conditions of the Service Provider, if applicable, during the business hours of the Travel Agent.

**7.4.4.** In the event of cancellation of ordered air tickets and/or other Services, the Travel Agent undertakes, according to the best of its ability, to act so as to eliminate any other costs.

**7.4.5.** If the Travel Agent discharges its duty in accordance with the provision of cl. 3.9 hereof, the Passenger shall pay cancellation fees to the Travel Agent imposed and demonstrably invoiced to the Travel Agent by the Carrier. If the Travel Agent fails to discharge its duty to cancel in a due and timely manner in accordance with the provision of cl. 3.9 hereof in compliance with the Passenger's requirements, the cancellation fee shall be paid by the Travel Agent.

**7.4.6.** The Passenger acknowledges that:

a) Cancellation of air tickets and a time-limit for refund, if any, shall be governed by the terms and conditions of the Carrier and third parties of the corresponding tariff of the Carrier;

b) If an air ticket is cancelled, the service fee for the issue of the air ticket is not refundable and the Travel Agent may charge a fee for the cancellation of the air ticket in the amount of the service fee;

c) If the Passenger wishes to order additional services (such as cancellation insurance, accompanying person, special food), he or she acknowledges that the provision of such additional services depends on a timely order of such additional service by a deadline specified by the Provider of such additional service. The Travel Agent shall inform such Passenger, at his or her request, about the availability of such additional service; and

d) In the event of a change of the departure date with respect to an air ticket issued, if permitted by the tariff condition, the Carrier have the right to request an additional payment of the current amount of the airport and fuel fees on the day of such change, provided there is an increase in such fees from the date on which the air ticket was issued.

**7.5.** The Passenger and Travel Agent agree that the Travel Agent is not responsible for any damage caused by third parties different from the Travel Agent, or for any damage caused by the Service Provider (airlines, hotels etc.), or for any damage caused by an exceptional unforeseeable and insurmountable difficulty beyond its control, including (without limitation) damage caused by natural disasters, wars, strikes and political or other influences. The Passenger acknowledges that the Travel Agent does not ensure transport or provision of related services, and for that reason it is not responsible for a due and timely transport and provision of related services or for any accident, illness, loss or damage to things or other property of the Passenger.

## 8. Personal Data Protection

**8.1.** The Travel Agent undertakes to perform its duties and obligations hereunder which involve the

processing of the personal data of Passengers (hereinafter referred to as the "Personal Data") in compliance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as the "Regulation") and in compliance with the legislation adopted in order to implement or adapt the Regulation.

**8.2.** The Travel Agent carries out the processing of the Personal Data solely and exclusively for the purposes of the fulfilment of these GBTC and the related provision of the Services.

**8.3.** The Travel Agent undertakes to process the Personal Data in a manner that ensures appropriate security of the Personal Data, including protection against unauthorised or unlawful access to the Personal Data, using appropriate technical or organisational measures.

**8.4.** The Travel Agent undertakes to take and maintain and check, on a continuous basis, measures necessary for the protection of the Personal Data, including protection against unauthorised or accidental access to, change, destruction or loss, unauthorised transmission of and/or other unauthorised processing of and/or another abuse of the Personal Data.

**8.5.** The Travel Agent may not bundle the Personal Data processed hereunder with any other Personal Data collected or processed for another purpose.

**8.6.** The Travel Agent is obliged to respect the right to the protection of the private and family life of the data subject and to the protection against unauthorised involvement in the private and family life of the data subject.

**8.8.** The Travel Agent undertakes to ensure that the employees of the Travel Agent or other persons who process the Personal Data of the Passengers have committed to confidentiality with respect to such Personal Data, even after the termination of their

employment contract or other relation on the basis of which they processed the Personal Data.

## 9. Personal Data Processing

**9.1.** The Travel Agent informs the Passenger as the data subject in compliance with Article 13 of the Regulation about the processing of his or her personal data:

**9.2.** The Personal Data are obtained directly from the Passenger when the Service is ordered from the travel agent. The Travel Agent undertakes to process accurate Personal Data only and solely in order to:

**9.2.1.** Perform a contract [in compliance with Article 6 (1 b) of the Regulation] and its subsequent performance, including handling of any Passenger's claims from defective performance. The processing of the Personal Data of the passenger is also necessary for compliance with a legal obligation to which the controller is subject. The controller shall have the obligation to comply with legal obligations arising from the legislation governing the rights and obligations in connection with consumer protection and book keeping. The reason for the provision of the personal data by the Passenger to the Travel Agent is the identification of the contractual parties necessary for the execution and performance of a contract (contractual obligation) which would be impossible without the provision of such data. Any failure to provide personal data by the Passenger may result in the failure to provide services or the termination of the provision of the services by the Travel Agent.

**9.2.2.** Direct marketing [in compliance with points 47 and 70 and point (f) of Article 6 (1) of the Regulation]. In this case, the Travel Agent has a legitimate interest in the promotion of the Services provided by the

Travel Agent. The reason for the provision of the personal data by the Passenger to the Travel Agent is the Passenger's interest in commercial communications which would be impossible without the provision of such data.

**9.3.** The Travel Agent undertakes not to process the Personal Data in manner which is incompatible with the purposes mentioned above.

**9.4.** The travel agency undertakes to only process personal data in the absolutely necessary scope in relation to the processing purposes specified above. The scope of personal data is as follows:

- name and surname;
- sex;
- date of birth;
- home address;
- telephone number;
- e-mail address;
- national ID card number;
- passport number;
- bank account number;
- credit/debit card number;
- family relationship of passengers.

The travel agency is obliged to ask Passengers whether they agree to the provision of their e-mail address and/or telephone number to the carrier with which their booking will be made and which issues their flight tickets, so that the Passengers may be informed about irregularities in air traffic, or on the specific flight on which the Passengers are booked and for which flight tickets have been issued. In the event that they do not grant their consent, Passengers are informed that, as a result of not granting consent, they may not be aware of the current status of the carrier's flight (delays, cancellations, etc.).

**9.5.** In order to fulfil the purpose of the personal data processing mentioned above, the Travel Agent may, in some cases, process even a special category of

personal data to the extent necessary for the purposes for which they are processed:

- Data concerning health,
- Data revealing religious beliefs;
- Data revealing ethnic origin.

**9.6.** The Travel Agent undertakes to process the Personal Data which the same processes for the purpose of performance of a contract for the period of 15 years from the date of receiving the personal data from the Passenger. The controller is obliged to keep the Personal Data in compliance with the general applicable legislation. After the expiry of the period, the controller is obliged to destroy the Personal Data.

**9.7.** The Travel Agent undertakes to process the Personal Data which the same processes for the purpose of direct marketing for the period of 3 years from the date of receiving the personal data from the Passenger. After the expiry of the period, the controller is obliged to destroy the Personal Data.

**9.8.** In compliance with point 70 and Article 21 of the Regulation, the Travel Agent expressly informs the Passenger that, where personal data are processed for the purposes of direct marketing, the Passenger has the right to object to such processing, (including profiling to the extent that it is related to such direct marketing) in the scope in which the processing relate to direct marketing, whether with regard to initial or further processing, at any time and free of charge. If the Passenger objects to personal data processing for the purposes of direct marketing, the controller undertakes that the Personal Data will not be processed for such purposes.

**9.9.** The Travel Agent represents that the Personal Data will be disclosed only to the authorized employees of the controller who are committed to confidentiality with respect to such data and with respect to security measures whose disclosure would impair the security of such personal data.

**9.10.** The travel agency declares that for the purposes specified above personal data will be made available to the company Letiště Praha, a. s. (Prague Airport), with its registered office at the address: K letišti 1019/6, Ruzyně, 161 00; Company ID No: 282 44 532, listed in the Commercial Register maintained by the Municipal Court in Prague, Section B, File 14003 (the data controller is a subsidiary of Letiště Praha, a. s.). Letiště Praha, a. s. provides the data controller with shared services in the fields of electronic communications and IT. The obligation of personal data confidentiality also applies to the relevant employees of Letiště Praha, a. s..

**9.11.** The Travel Agent represents that in order to provide a Service, the Personal Data may be disclosed to other entities; including (without limitation) Carriers, carriers, insurance companies, consulates and embassies, accommodation providers, foreign services provider, but also entities cooperating with the Travel Agent in order to provide a Service to the Passenger.

**9.12.** The Travel Agent also represents that it shall not disclose the Personal Data to third countries or to any international organisation.

**9.13.** The Passenger's personal data shall be processed without automated decision-making or profiling pursuant to Article 22 of the Regulation.

**9.14.** The Travel Agent informs the Passenger about the rights arising for the Passenger from the Regulation, including (without limitation):

- Right of access to the Personal Data (the Passenger has the right to obtain from the controller confirmation as to whether or not the Personal Data concerning him or her are being processed pursuant to Article 15 of the Regulation;
- Right to rectification (the Passenger has the right to obtain from the controller without undue delay the rectification of inaccurate Personal Data concerning him or her, and

also the right to have incomplete Personal Data completed pursuant to Article 16 of the Regulation);

- Right to erasure (the Passenger has the right to obtain from the controller the erasure of the Personal Data concerning him or her where one of the grounds specified in Article 17 of the Regulation applies);
- Right to restriction of processing (the Passenger has the right to obtain from the controller restriction of processing in cases specified in Article 18 of the Regulation);
- Right to data portability (the Passenger has the right to receive the Personal Data concerning him or her, which he or she has provided to a controller, in a structured, commonly used and machine-readable format and has the right to transmit those data to another controller without hindrance from the controller to which the Personal Data have been provided, in the cases specified in Article 20 of the Regulation);
- Right to object (the Passenger has the right to object, on grounds relating to his or her particular situation, at any time to processing of personal data concerning him or her which is based on point (e) or (f) of Article 6(1) of the Regulation, including profiling based on those provisions, pursuant to Article 21 of the Regulation); the Passenger may apply the right to object only in the event of personal data processing for direct marketing purposes, which includes profiling, if it relates to such direct marketing pursuant to Article 21 of the Regulation (see above);
- Right not to be subject to a decision based solely on automated processing (the Passenger has the right not to be subject to a decision based solely on automated processing, including profiling, which produces legal effects concerning him or her or similarly significantly affects him or her pursuant to Article 22 of the Regulation);

- Right to lodge a complaint with the supervisory authority, which is the Personal Data Protection Authority, registered office at Pplk. Sochora 727/27, postal code 170 00, Prague 7.

**9.15.** Pursuant to point a of Article 30(1) of the Regulation, the Travel Agent provides the Passenger with the contact details of the data protection officer – Luboš Řádek, email address: dpo@prg.aero.cz

## 10. Closing Provisions

**10.1.** The Travel Agent act as an intermediary which arranges for the provision of the Services to the Passenger with the specific Service Provider.

**10.2.** If any of the provisions of these GBTC is or becomes invalid or ineffective, such invalid or ineffective provisions shall be replaced by the provisions of Act No. 89/20012 Sb., Civil Code, as amended, whose purpose comes as closely as possible to the invalid or ineffective provision. The invalidity or ineffectiveness of one of the provisions of the GBTC shall not affect the validity of the other provisions of the GBTC.

**10.3.** More recent GBTC always supersedes the GBTC issued earlier. Legal relations shall always be assessed in accordance with the GBTC valid at the moment when the legal relations were created.

**10.4.** The Passenger represents that he or she has read and understands the GBTC and that he or she agrees with the contents hereof.