

## TERMS AND CONDITIONS

### 1. Introduction

These Terms and Conditions (hereinafter referred to as the "Agreement") govern the contractual relationship between DESTICON s.r.o. (hereinafter referred to as the "Company"), operating under the brand Lufthansa City Center Desticon Travel, and the Client (hereinafter referred to as the "Client"). By accessing and utilizing the services provided by the Company through its official website ([www.lcc-desticon.com](http://www.lcc-desticon.com)) or any other communication channel, the Client hereby expressly acknowledges and agrees to be legally bound by the provisions set forth herein. The parties hereto affirm that they have entered into this Agreement of their own free will, without coercion, undue influence, or misrepresentation.

### 2. Scope of Services

The Company offers professional travel and tourism services, including but not limited to guided tours, transportation arrangements, and accommodation bookings. The Company reserves the right to amend, modify, or cancel any services at its sole discretion in the event of force majeure circumstances, operational exigencies, or other factors beyond its control, without incurring any liability towards the Client.

### 3. Booking and Payment Terms

- Bookings may be submitted exclusively via the Company's official website ([www.lcc-desticon.com](http://www.lcc-desticon.com)) or via email at [dmc@lcc-desticon.com](mailto:dmc@lcc-desticon.com) for customized services tailored to the Client's specific requirements.
- Payments shall be accepted via credit cards, bank transfers, and cash for on-site ancillary services, with a preference for transactions processed through the Stripe.com payment gateway following booking confirmation.
- Full payment (100% of the total amount) is required no later than seven (7) calendar days prior to the commencement of services.
- A booking fee of 3.5% of the total final amount shall be applied to all payments made using non-EU credit cards.
- All prices quoted by the Company are inclusive of applicable taxes within the jurisdiction of the Czech Republic.
- The Company's VAT registration number is CZ47120541.

### 4. Cancellation and Refund Policy

- The Client acknowledges that cancellations are strictly prohibited within six (6) calendar days prior to the scheduled commencement of services.
- No refunds shall be issued for cancellations received within the aforementioned period, and the full amount paid shall be retained by the Company.
- In cases of eligible cancellations, any refund shall be processed via bank transfer, credit toward future bookings, or reversal to the original payment method, at the Company's sole

discretion.

#### 5. Modifications to Bookings

- Any request to modify bookings, including but not limited to changes in dates or participant numbers, shall be subject to prior written approval by the Company.
- The Company reserves the right to refuse modifications at its discretion.
- No additional fees shall be imposed for approved modifications.

#### 6. Client Obligations

The Client hereby agrees to comply with the following obligations, the breach of which may result in the immediate termination of services without any liability to the Company:

- The Client shall provide accurate, complete, and truthful personal information as required for the booking process.
- The Client shall disclose any special requirements, including but not limited to dietary restrictions, mobility limitations, or medical conditions, at the time of booking.
- The Client shall comply with all applicable local laws, customs, and regulations, including but not limited to sacral building protocols (e.g., the removal of headwear), public behavior standards, and accommodation policies.
- The Client shall adhere to all instructions, safety guidelines, and recommendations issued by the Company's representatives and third-party service providers.
- The Client shall behave respectfully and responsibly towards the Company's staff, fellow travelers, and local communities.
- The Client shall ensure they possess valid travel documents, such as passports, visas, and insurance coverage, as required for participation in the booked services.
- The Client shall bear full financial responsibility for any damages, fines, penalties, or legal fees incurred by the Company as a result of the Client's non-compliance with these obligations.
- The Client shall indemnify and hold harmless the Company against any claims, losses, or damages arising from the Client's failure to comply with their obligations under this Agreement.

#### 7. Limitation of Liability

- The Company shall not be held liable for any delays, disruptions, or modifications to services caused by traffic congestion, adverse weather conditions, strikes, public emergencies, or other force majeure events beyond its control.
- The Company shall not be liable for any loss, injury, or damage to personal property sustained by the Client during the provision of services.
- The Client acknowledges that third-party service providers (e.g., hotels, transportation suppliers) operate under their own respective terms and conditions, and the Company assumes no responsibility or liability for their performance.

#### 8. Data Protection and Privacy

- The Company collects and processes personal data strictly in accordance with the General

Data Protection Regulation (GDPR).

- Personal data may be shared with third-party service providers solely for the fulfillment of booking requirements (e.g., passenger lists, accommodation details).
- For further details regarding data processing, please refer to the Company's Privacy Policy.

#### 9. Governing Law and Dispute Resolution

- This Agreement shall be governed by and construed in accordance with the laws of the Czech Republic.
- Any disputes arising under this Agreement shall be resolved exclusively through binding arbitration conducted in accordance with the applicable arbitration rules.

#### 10. Amendments

- The Company reserves the right to amend, revise, or modify these Terms and Conditions at any time without prior notice. Such amendments shall become effective immediately upon their publication on the Company's official website.

#### 11. Contact Information

For any inquiries or further assistance, please contact the Company at:

- Email: [dmc@lcc-desticon.com](mailto:dmc@lcc-desticon.com)
- Telephone: +420 601 234 326

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By confirming a booking, the Client acknowledges and accepts the Terms and Conditions in their entirety, affirming that they have entered into this Agreement voluntarily and without coercion.

Prague, January 20, 2025