



b2b.veditour.com service usage terms and conditions

I. parties

1. Incoming party (IP): VEDI TOURGROUP s.r.o.

Legal address: Prokopovo náměstí 193/3 130 00 Praha 3

ICO: 26191962 DIC: CZ26191962

Office in Prague:

BC Klamovka, Plzeňská 155/113, Praha 5

Košíře, PSČ 150 00

e-mail: fedina@veditour.com

Office in Karlovy Vary:

Zahradni 11, Karlovy Vary 360 01

Tel/fax: 420-353 585 514

e-mail: spa@veditour.com

2. Customer (OP) outgoing party (tour operator)

II. Subject of the Agreement

1. OP undertakes to sell on its own behalf to the third parties of products of the IP - services of resort and tourist services on accommodation.
2. Volume of services depends on reservation of OP.
3. OP sells products of the IP to the clients (tourists) based on the fixed price proposal of IP in advance.

III. Rights and duties of Agreement parties

1. IP undertakes:
 - On the basis of the written application of the OP to give the complex of services to OP confirmed by IP;
 - Not to inform clients the prices used concerning the OP;
 - To pass offers, price-lists, promotional materials to OP;
 - In due time to inform OP about all changes in applications and price-lists;
 - To assist by consideration of complaints and claims;
 - To direct payment documents at the specific dates;

- To supervise maintenance of the services confirmed and paid by OP;

2. OP undertakes:

- To offer, provide and sell products of IP according to a subject of the present Agreement under the prices specified in the price-list;

- Sales should be extremely according to the present Agreement and under the price the coordinated both parties;

- coordination of the prices happens at least, than two times not later than in 2,5 months before high (April-October) and a low (November-March) season. On a reasonable initiative of one of the parties coordination of the prices can happen in addition during already confirmed season.

- In the offer to other outgoing companies to not increase the discounts given by IP;

- Immediately to inform clients on change of the prices;

- Immediately to acquaint the clients with all changes, which have occurred by technical reasons, after confirmation of reserved services;

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- To inform clients with rules of residing and conditions of submission of claims;

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- To inform clients on necessity to get a medical expense insurance and duties to pay additional medical charges, in case of granting such additional services;

- In specific date to transfer payment into IP's account for reserved services according to the exposed invoice and on the basis of the data specified in the present Agreement;

- In the promotional materials to advertise and offer programs of IP;

- To consider claims and complaints of clients;

- Immediately and properly to make out the order, i.e. to specify the name of hotel, type of room, type of a meal and treatment, period of residing, amount of children and their age, amount and the specification of additional services.

- To inform with following information to arrange visa formalities:

Full name

Family name

* Passport number

* Passport's place of issue

* Date of issue and expiry

* Date and place of birthday

* all above information should be as in the foreign passport of the client(tourist).

3. IP has the right:

- To replace reserved room for the client of OP with room of the same category of higher;
- To refuse performance of the application of OP in case of delayed payment;
- To refuse performance of the present Agreement if OP, despite of the written prevention of IP, repeatedly or it will be essential to break its conditions.

4. OP has the right:

- To refuse performance of the present Agreement if IP, despite of the written prevention of the OP, repeatedly or will be essential to break its conditions.

5. OP's responsibility:

- For the damage which has occurred by granting an unreliable information about clients and their requests to IP.

6. IP's responsibility:

- For granting to OP of an unreliable information about services offered;
- For discrepancies in confirmation of OP's application;
- For quality and volume of the services given to OP's clients.

IV. Complains and claims

1. Possible complaints on poor quality or not in full granting of services offered by OP should be passed in a written form by client of OP at the time of staying in Czech Republic.
2. Complaints and the claims based on claims, presented to OP by clients, should be directed to IP not later than 20 (twenty) days from the moment of departure of clients from Czech Republic.

V. The way of sale

1. OP pays the invoice in the currency specified in the invoice, including V.A.T. and other possible taxes.
2. OP pays based on the advance invoice; however always before granting of service, when due hereunder and at a rate of 100 % (hundred percent) cost of the confirmed services.
3. No later than the 30th day of every month to make the reconciliation statement on the exposed advance invoices.
4. Not later than 10-th day of the next month to make verification of reservations and their cosst.
5. Day of payment considers the day of receipt of financial assets in the full amount on the bank account of IP.

6. All expenses connected with bank transfer are paid by OP – the sum which has arrived into the account of IP has to correspond to the sum specified in the advance invoice.

VIII. Payments for cancellation of the order

1. In case of cancellation of ordered and confirmed services of IP, penalties established on the actual expenses of IP come into force . Conditions of cancellation will be available upon request.

2. In case of prescheduled departure, payment for refusal will pay off without valid excuse at a rate of 100 %.

3. In a case of later arrival (without change of the order), OP is obliged to pay 100 % of the price reserved before (amount of days of residing).

IX. Penalty

1. In case of delay any of parties of performance of the financial obligations specified in the present Agreement, the dissatisfied party has the right to demand payment of the penalty at a rate of 0,05 % from the sum of the debt per every day of delay.

2. The right on payment of the penalty does not mention the right on compensation of the arisen damage in full alongside with the right on payment of the penalty.