

# Conditions of participation

## GENERAL CONDITIONS

ekajaki.pl sets itself the objective of providing the Clients with optimal conditions for relaxation. Rights and obligations of customers are defined on the basis of Art. 384 § 1 of the Civil Code and the Act of 29 August 1997 on tourist services in these Conditions of Participation. The organizer of the event is ekajaki.pl hereinafter referred to as the Organizer.

## PERSON MAKING THE RESERVATION

The person making the reservation (first person mentioned in the confirmation of reservation or payer) accepts responsibility for the payment of the full amount of the package price for all persons named on the confirmation of reservation. That person is also responsible for informing others about all the details of the event. The person making the reservation must be at least 18 years old.

The customer booking the event is obliged to contact the organizer 24 hours before the scheduled date of the event, in order to confirm the time and place of arrival and the final number of people and equipment.

## PRICE OF THE EVENT, TERMS OF PAYMENT

All prices are contractual prices. The customer has the right to benefits guaranteed by the offer, which are an integral part of the agreement with the Organizer. The amount of advances for particular events:

One day events, weekend events (2 days): advance is 50% of the price of event  
Multi day events (longer than 2 days) : advance is 30% of the price of event

The advance should reach the organizer's bank account or bank account indicated by the organizer within 5 days after booking confirmation (if there are more than 21 days till the beginning of the event) in any other case within 2 days. The payment for the event, minus any deposit paid in advance, must reach the organizer no later than on the date of the event.

If the above conditions are not met, the organizer reserves the right to delete any unpaid reservation. If the reservation is made later than 7 days prior to departure, payment must be made on the same day. Any and all refunds will be paid only in cash to Customer's bank account or by post office at the address given in the reservation.

## CHANGES AND CANCELLATION OF EVENTS BEFORE DEPARTURE

### 1. CHANGES

Changing the event purchased by the customer requires exclusively a written statement to be valid. Participant of the event, who after paying the deposit or the whole price for the event wants to make changes in the term, destination, quantity or type of equipment etc., is required to e-mail or send a text message (only from the number given in the reservation) to inform the organizer of the planned changes. Organizer, after obtaining information, immediately confirms the possibility of changes or lack of such a possibility. Any changes made by the Organizer based on customer's written demand will be sent to the email address provided in the reservation with information about the current status of the reservation.

### 2. RESIGNATION

Cancellation of the booked holiday package requires a customer's written statement to be valid. If the customer decides not to participate in a tourist event or if a tourist event does not start for reasons beyond the control of the Organizer, the customer is entitled to a refund of the paid advance after deducting the equivalent of costs by the Organizer in an amount not greater than amount determined later in this section.

up to 30 days before the event: refund of 100% of advance payment

from 29 days to 15 days: 60% refund of advance payment

from 14 days to 8 days: 40% refund of advance payment

from 7 days to 2 days: 20% refund of advance payment

1 day before the date of the event and less: 0% advance payment

## **DUTIES AND RESPONSIBILITIES OF THE ORGANISER**

1. Organizer is not responsible for damage or loss of valuable items owned by the customer during the event.
2. The organizer is responsible for the failure to perform or improper realization of the event, unless the failure or improper performance is due only to:
  - act or omission of the Customer
  - force majeure.
3. Organizer does not return the rental price of the equipment if the customer did not participate in whole or in part of kayaking event for following reasons:
  - attributable to the Customer or arising out of Customer's will,
  - resulting from force majeure
4. In aforementioned cases any costs arising from the occurrence of these situations are covered by the Client, the Organizer will ensure all due diligence in order to provide the Customer with assistance.

## **DUTIES AND RESPONSIBILITIES OF THE CUSTOMER**

1. The customer is obliged to arrive, at their own expense and responsibility, at the location specified in the reservation as a starting place, in time for the start of the event without undue delay.
2. After the event is over Customer is obliged to wait for the reception of equipment by the Organizer at the location specified in the contract as the ending place of the kayaking trip. Place where the trip ends if other than the one specified in the contract must be confirmed by phone, text message or email no later than at 10.00 am on the morning of the last day of the event
3. In the event of serious or persistent breach of organization's rules of kayaking trip by the Client which threat significantly the order or security of the event, the Organizer may, without incurring the financial consequences of this title to terminate the contract with immediate effect. In such a case all costs associated with the early termination of the event will be covered by the customer.
4. During the kayaking event the customer is obliged to follow the instructions and advice provided before the trip by the Organizer; in particular, during the event the Client is obliged to comply with an applicable ban on the use of alcohol and drugs. Failure to comply with these restrictions may result in termination of the contract with immediate effect, with the consequences set out in point. 3.
5. Customer who under this agreement uses the equipment shall be subject to mandatory water equipment accident insurance performed by the organizer, under the terms of the insurance contract with PZU SA. Any damages are awarded only after documenting the damage suffered by the Participant.
6. The customer agrees to pay the agreed price to the organizer the latest on the day of event, but not later than before the event begins.
7. In the event of noticing defective performance of the contract during the kayaking event, the Customer is obliged to immediately notify the organizer about this fact.
8. The customer is obliged to cover the cost of damage caused by them or other persons under their care during the kayaking event, in particular the cost of damage caused by improper or negligent cases of usage of kayaks and other equipment entrusted by the Organizer. In such a case the cost of damage will be settled on the basis of the following statements:

- paddle: loss, bending, break, crack - 120 PLN / pcs.
- vest for double kayak: tearing, burning holes, loss - 80 PLN / pcs.
- vest for single kayak: tearing, burning holes, loss - 150 PLN / pcs
- kayak bag: tearing, burning holes, loss - 80 PLN / pcs.

- double kayak luggage compartment cover DAG: destroying, burning holes, loss - 120 PLN / pcs.
- double kayak DAG seat: destroying, burning holes, loss - 200 PLN / pcs.
- double kayak DAG drain plug: destruction, loss - 20 PLN / pcs.
- single and double kayak Prijon Cruiser luggage compartment cover: destroying, burning holes, crack, loss - 200 PLN/ pcs.
- single and double kayak Prijon Cruiser seat: destroying, burning holes, loss - 150 PLN / pcs.

## **FINAL PROVISIONS**

In case of matters not regulated by these Conditions of Participation the provisions of the Civil Code and the Act of 29 August 1997 on tourist services, as amended shall apply. Any disputes shall be settled by the Parties amicably and if no agreement is reached by the competent local court.