



STANDARD INFORMATION FORMS TO AGREEMENTS ON PARTICIPATION IN A TOURIST EVENT, IF THE USE OF A HYPERLINK IS POSSIBLE

The combination of tourist services offered to you is a tourist event within the meaning of Directive (EU) 2015/2302.

Therefore, you shall be entitled to all EU rights applicable to tourist events.

Nowa Itaka sp. z o.o. company (hereinafter referred to as **ITAKA Tour Operator**) shall be fully liable for the proper implementation of the entire tourist event. In addition, according to the legal requirements, **ITAKA Tour Operator** has a security in place to ensure the refund of your payments and, if transport is an element of a tourist event, ensure your return to the country in the event **ITAKA Tour Operator** becomes insolvent.

More information on the most important rights under Directive (EU) 2015/2302: <https://eur-lex.europa.eu/legal-content/PL/TXT/PDF/?uri=CELEX:32015L2302&from=PL>

Using the hyperlink, the traveler will receive the following information:

The most important rights in accordance with Directive (EU) 2015/2302

- Before the conclusion of the agreement for participation in a tourist event, travelers will receive all necessary information about the tourist event.
- Always at least one entrepreneur is responsible for the proper performance of all tourist services covered by the agreement.
- Travelers are provided with an emergency telephone number or contact point information so that they can contact the tour organizer or travel agent.
- Travelers can transfer a tourist event to another person by notifying it within a reasonable time,

subject to possible additional costs.

- The price of a tourist event can only be increased when certain costs increase (for example fuel costs) and this has been expressly provided for in the agreement; in no case may the price increase occur later than 20 days before the start of the tourist event.

If the price increase exceeds 8% of the tourist event price, traveler may terminate the agreement.

If the tour organizer reserves the right to increase the price, traveler has the right to price reduction if relevant costs have decreased.

- Travelers can terminate the agreement without paying any termination fee and get a full refund of any payments if one of the essential elements of the tourist event, other than the price, changes significantly. If an entrepreneur responsible for the tourist event cancels it before it starts, travelers are entitled to a refund of the payments and, if applicable, to compensation.

– In extraordinary circumstances - for example, if there are serious safety issues at the destination which may affect the tourist event – travelers may, before the start of the tourist event, terminate the agreement without paying any termination fee.

– In addition, travelers may terminate the agreement at any time before the start of the tourist event against appropriate and justifiable fee.

– If, after the start of the tourist event, its significant elements can not be implemented in accordance with the agreement, appropriate alternative services must be offered to travelers without additional costs. If the services are not provided in accordance with the agreement, which significantly affects the implementation of the tourist event, and the tour organizer fails to remove the problem, travelers may terminate the agreement without paying for termination.

– Travelers are also entitled to a price reduction or compensation for damage in the event of non-performance or improper performance of tourist services.

– The tour organizer must provide assistance to a traveler who finds him/herself in a difficult situation.

Journal of Laws – 31 – item 2361

– In the event that the tour organizer becomes insolvent, payments shall be refunded. If the tour organizer becomes insolvent after the start of the tourist event and if the tourist event includes transport, return of travelers to the country is guaranteed. **ITAKA Tour Operator** has taken out at **Europäische Reiseversicherung AG Division in Poland, ul. Chmielna 101/102 80-748 Gdańsk, phone no. + 48 58 324 88 50, fax.: + 48 58 324 88 51, poczta@erv.pl**, a collateral in the event of insolvency. Travelers may contact this entity or, if appropriate, the competent authority: **Marshal Office of the Opolskie Voivodship, Department of Culture, Sport and Tourism, ul. Żeromskiego 3, 45-053, Opole, phone no.: +48 77 44 29 330, fax: +48 77 44 29 328, e-mail: dks@opolskie.pl**, if due to insolvency of **ITAKA Tour Operator** the provision of services is refused.

Directive (UE) 2015/2302:

<https://eur-lex.europa.eu/legal-content/PL/TXT/PDF/?uri=CELEX:32015L2302&from=PL>
transposed into national law.

<http://prawo.sejm.gov.pl/isap.nsf/download.xsp/WDU20170002361/O/D20172361.pdf>