

# **GENERAL TERMS AND CONDITIONS OF TRAVEL AGENCY ENJOY TRAVEL s.r.o.**

## **I. Introductory Provisions**

1. These General Terms and Conditions of CK Enjoy Travel s.r.o. as the tour organiser (hereinafter the "General Terms") govern the conditions of the contractual relationship between the customer and the tour organiser, in particular the rights and obligations of the contracting parties arising from a validly concluded package travel contract, in accordance with generally binding applicable legislation, which is concluded in writing and contains all statutory requirements for a written confirmation of a package tour pursuant to Section 2525 of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter the "Civil Code").
2. These General Terms form an integral part of every package travel contract (confirmation of package tour) concluded between the tour organiser and the customer.

## **II. Parties to the Contractual Relationship**

1. The parties to the contractual relationship of the package travel contract are:
  - the organiser Enjoy Travel s.r.o., with registered office at Humna 275/10, Únětice, 252 62, ID No.: 01798944, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File 211825 (hereinafter the "Agency"), on the one hand, and
  - the customer on the other hand, who may be a natural or legal person (hereinafter the "customer").

## **III. Subject Matter of the Contract**

These General Terms govern the rights and obligations of the contracting parties in the sale of:

- a. Package tours pursuant to Section 2522 et seq. of the Civil Code, organised by the Agency;
- b. Accommodation, catering, transport and other travel services pursuant to individual customer requirements, sold in the name and on behalf of the Agency (hereinafter "individual services").

## **IV. Formation of the Contractual Relationship**

1. The contractual relationship between the Agency and the customer is formed upon conclusion of a written package travel contract or a contract for the provision of an individual travel service (hereinafter the "contract") presented to the customer by the Agency. These General Terms form an integral part of the contract, including the Package Travel Information Form pursuant to Section 1b(1)(a) or (b)(1)-(4) of Act No. 159/1999 Coll. (hereinafter the "Package Travel Information Form"), the personal data processing and protection information, and the itinerary of the ordered tour specifying the ordered services or description of the individual travel service, and any other conditions attached to the contract as an integral part thereof. If the contract contains conditions that differ from these General Terms, such deviating provisions shall take precedence.
2. The contract is concluded once the customer (or their authorised representative) accepts the submitted offer and both contracting parties (or their authorised representatives) sign it.
3. By signing the contract, the customer confirms that they have received and been informed of the General Terms including the Package Travel Information Form, personal data processing and protection information and the itinerary with specification of ordered services, and that they unreservedly agree with these General Terms, the rights set out in the Package Travel Information Form, and the personal data processing and protection information.
4. By signing the contract, the Agency undertakes, subject to fulfilment of the suspensive condition of contract effectiveness, to secure the package tour or ordered services for the customer in the agreed scope and quality.
5. If the customer concludes the contract for the benefit of other persons, they confirm by their signature that they are authorised to act on behalf of those persons, have their consent to conclude the contract and to provide their personal data to the Agency. The customer undertakes on behalf of those persons to fulfil their obligations to the Agency (including timely payment of the tour price and provision of required information). If the contract is concluded for the benefit of a

person under 18 years of age, the customer is their legal guardian and agrees to that person's participation, or holds written consent from their legal representative and undertakes to submit the original to the Agency in accordance with Article VI, para. 2, point b.

6. Information about the tour will be specified in the detailed tour information (hereinafter "detailed information") provided to the customer with sufficient advance notice, no later than 7 days before the commencement of the tour.
7. The customer undertakes to comply with the information and recommendations set out in the detailed tour information.

## V. Tour Price and Payment Terms

1. The tour price is set out in the contract and determined by agreement. Prices are stated including VAT.
2. The price includes services expressly listed in the tour itinerary under "included in the price", mandatory insolvency insurance of the Agency, and VAT.
3. The customer is obliged to pay the Agency the tour price before its commencement, or the price of individual services before their provision, within the agreed period. Payment is deemed made on the date the payment is credited to the Agency's bank account.
4. Unless the parties agree otherwise, the schedule of deposits and payments is as follows:
  - a. For package tours: upon formation of the contractual relationship, the customer shall pay the Agency a deposit equal to the total cost of international air tickets plus 30% of the total price of other ordered services; the balance is due no later than 30 days before the tour commencement. Failure to comply gives the Agency the right to withdraw from the contract (Section 2533 of the Civil Code). If the contractual relationship is formed less than 30 days before the tour commencement, the customer shall pay 100% of the tour price upon formation of the contractual relationship.
  - b. For individual services: the customer shall pay 100% of the price upon formation of the contractual relationship.
5. The Agency is entitled to unilaterally increase the price up to 21 (twenty-one) days before the tour commencement. The Agency may only increase the tour price if:
  - a. The cost of transport, including fuel costs, increases; or
  - b. Charges related to transport, such as airport or port fees included in the tour price, increase; or
  - c. The Czech koruna exchange rate used to determine the tour price changes by more than 10% on average.
6. Written notice of a price increase pursuant to para. 5 must be sent to the customer no later than 21 days before the tour commencement to the email address stated in the contract, or if not stated, by registered letter to the residential address stated in the contract. The customer shall pay the difference within the period specified in the notice. Failure to pay entitles the Agency to withdraw from the contract and obliges the customer to pay a cancellation fee pursuant to Article X. If the Agency must increase the price due to changes in contract conditions for other objective reasons than those listed in para. 5, it will propose an amendment to the customer.

### Method of calculation of price increase:

Re a) Transport costs including fuel were calculated as of the date of tour publication, using Brent crude oil prices. An increase in fuel costs of 10% or more leads to an increase in the fuel surcharge or transport price of CZK 50 for each 1% increase. Calculation formula:  $NC = CZ + (NCR / (PCR / 100) - 100) * 50$ . (CZ = total tour price per signed contract, NC = new tour price, NCR = new oil price, PCR = original oil price).

Re b) If transport-related charges, such as airport, security or port fees included in the tour price, increase, the Agency may unilaterally increase the tour price by the amount corresponding to the increase in such charges per person.

Re c) If the Agency must increase the tour price due to the reason stated in para. 5(c), the following formula shall apply:  $NC = CZ / PK * NK$  (NC = new total tour price, CZ = total tour price per signed contract, PK =

original CNB exchange rate, NK = new rate on the date of price increase). The exchange rate is valid as of 1 January 2026.

## VI. Customer Rights and Obligations

1. The customer's basic rights include:
  - a. The right to proper provision of services in accordance with the concluded contract;
  - b. For package tours: the right to receive detailed information not included in the contract, especially emergency contact details, no later than 7 days before the commencement of the tour, including where circumstances require the delivery of air tickets, accommodation or meal vouchers, documents required for optional excursions or other documents necessary for the execution of the tour as per the contract, generally to the email address stated in the contract or, if not provided, by registered letter to the residential address in the contract;
  - c. The right to be informed of any changes to the tour programme, scope of services and price;
  - d. The right to withdraw from the contract at any time before the tour commencement, subject to Article IX;
  - e. The right to file a complaint in accordance with Article XI;
  - f. The right to protection of personal data provided and other rights under applicable personal data protection legislation, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR); by signing the contract, the customer grants the Agency consent to further process the personal data in connection with the contract and for the purpose of its performance, as well as the right to protection of travel destinations that are the subject of the contract from unauthorised persons;
  - g. For package tours: the right to receive along with the contract a certificate of the Agency's mandatory insolvency insurance, containing the insurer's notice, insurance terms and conditions, and the procedure for notifying an insured event;
  - h. And further rights set out in the Package Travel Information Form.
1. The customer's basic obligations and responsibilities include:
  - a. Providing the Agency with the cooperation necessary for proper securing and provision of services, including complete and truthful completion of all required forms and submission of necessary documents (passport with required visas, etc.);
  - b. Submitting the consent of a legal guardian if a person under 18 participates in the tour without such guardian's accompaniment. For persons under 15, ensuring adult accompaniment and supervision throughout the tour, and similarly ensuring accompaniment and supervision for persons whose health condition requires it;
  - c. Notifying the Agency of the participation of foreign nationals;
  - d. Paying the tour price in accordance with the payment terms under Article V of these General Terms and demonstrating payment to the Agency by proof of payment;
  - e. In the event of withdrawal from the contract pursuant to Article IX, paying the Agency the stipulated cancellation fee under Article X;
  - f. Communicating their position to the Agency without undue delay regarding any changes in the terms and content of the agreed services;
  - g. Collecting from the Agency all documents required to use the services provided;
  - h. Appearing at the designated time and place (meeting point, departure, etc.) with all documents required by the detailed tour information;
  - i. When travelling abroad, having all documents required for entry into the countries of stay and transit (travel document, visas, health insurance certificate, vaccination record, etc., if required); foreign nationals are required to enquire about visa requirements at the embassies of the countries they intend to visit, including transit countries, and to obtain the necessary visas; the Agency may assist with visa processing in some cases;
  - j. Following the instructions of the tour guide or other person designated by the Agency and complying with regulations applicable in the visited country, including those of carriers and accommodation providers; in case of violation of legal regulations or serious disruption of the tour programme, the Agency is entitled to exclude the customer from the tour, and the

customer forfeits the right to further services as well as any claim for reimbursement of unused services;

- k. Refraining from any conduct that could endanger, harm or restrict other tour participants;
  - l. Taking out medical expenses insurance for the duration of the tour;
  - m. Paying for any damage caused in the means of transport or accommodation or other facilities where services under the contract were provided;
  - n. The customer participates in the tour at their own risk and responsibility.
1. The basic obligations of customers who concluded the contract for the benefit of third parties (Section 1767 of the Civil Code) include:
    - a. Informing the persons for whose benefit the contract was concluded of these General Terms and of any other information received from or referred to by the Agency, in particular as to the scope and quality of services, personal data processing and protection information, and the rights set out in the Package Travel Information Form;
    - b. Ensuring that all persons for whose benefit the contract was concluded fulfil the basic customer obligations requiring their personal cooperation.

## **VII. Rights and Obligations of the Agency**

1. The Agency's basic rights include in particular the right to payment for services provided to the customer under the concluded contract, the right to withdraw from the contract due to cancellation of the tour or due to a breach of obligation by the customer, the right to compensation for damage caused by the customer, and the right to use data and information provided by the customer with their consent for further processing.
2. The Agency is obliged to properly, i.e. truthfully, comprehensibly, completely and in a timely manner, inform the customer of all important facts known to it concerning the agreed services.
3. The Agency is not obliged to provide the customer with services beyond the scope of the contract and the paid price.

## **VIII. Cancellation and Amendment of the Package Travel Contract and Agreed Services**

1. The Agency reserves the right to change the programme, route and other agreed services included in the concluded package travel contract to the necessary extent, or to terminate or cancel the tour due to a force majeure event which it could not prevent, at any time during the preparation or execution of the tour. For the purposes of this contract, a force majeure event means e.g. civil war, war between states, revolution, civil unrest, rebellion, strikes, official prohibitions and denial of entry, piracy, civil and military accidents, state of emergency, epidemics, very adverse weather conditions and climatic obstacles, natural disasters, traffic collapses, border delays, serious illness, injury or death of a tour participant or guide, etc. The tour leader has the right to make necessary adjustments to the programme during the tour depending on objective conditions, primarily to ensure the safety of participants. If such changes occur before the commencement of the tour, the Agency is obliged to inform the customer in writing without undue delay. A change in the Czech-speaking guide, the order of visited sites, or the day of visiting a location compared to the itinerary is not considered a change in the programme, route or other agreed services and therefore does not give the customer the right to withdraw from the contract under para. 4 of this article or any other complaint.
2. The customer is not entitled to reimbursement or a reduction in the price of services if circumstances arise on the part of the participant that cause the participant to wholly or partially fail to use the ordered, paid and Agency-secured services. The customer is not entitled to reimbursement or a reduction in the price of services (unless otherwise agreed) if circumstances occur whose occurrence, course and consequence are not dependent on the actions and procedures of the Agency. Any increased costs arising during the tour due to force majeure events are borne by the customer. If the tour is terminated due to force majeure events, participants will be refunded for unrealised costs.

3. For tours whose execution is conditional on achieving a minimum number of customers, the Agency reserves the right to cancel the tour or stay if the required number is not reached; written notice of cancellation must be delivered to the customer at least 20 days before commencement.
4. Amendments to agreed services before commencement and service provision:
  - a. If external circumstances before the commencement of the tour require a change in the contract terms, the Agency shall propose an amendment to the customer. If the amendment also leads to a change in the tour price, the proposed new price must be stated.
  - b. If the customer does not withdraw from the contract within the period specified by the Agency (which shall not be less than 5 days and must end before the tour commences), the customer is deemed to have consented to the amendment (Section 2531(2) of the Civil Code). If the amendment leads to a price increase, the customer must pay the difference within the period stated in the amendment proposal. Failure to do so entitles the Agency to withdraw (Section 2533 of the Civil Code). If the amendment leads to a price reduction, the Agency must either reduce the outstanding balance or refund the difference if the customer has already paid the total price.

#### **IX. Withdrawal from the Contract**

1. The Agency may withdraw from the contract before the commencement of the tour due to tour cancellation or due to a breach of contractual obligation by the customer; written notice of withdrawal shall be delivered to the customer. The effects of withdrawal take place on the date of delivery to the customer.
2. If the Agency withdraws from the contract before the commencement of the tour due to a breach of obligation by the customer, the customer is obliged to pay the Agency the cancellation fee set out below.
3. The customer may withdraw from the contract at any time without giving reasons. In this case, the customer is obliged to pay the Agency a cancellation fee for themselves and for each registered person. Written notice of withdrawal shall be delivered to the Agency and must include the name, surname, address and contract number. The effects of withdrawal take place on the date of delivery of the notice to the Agency.
4. The Agency is entitled to offset the cancellation fee against deposits or prices paid by the customer.
5. When calculating the number of days for determining the cancellation fee, the day on which the effects of withdrawal occur is included. The day designated as the start date of the tour or stay is excluded.

#### **X. Cancellation Fee**

1. The amount of the cancellation fee (storno fee) is determined by the number of days from the day of withdrawal to the start of the tour (provision of the first service). The cancellation fee is calculated from the total price of the tour and other ordered services and amounts to:  
More than 80 days before departure: 10% (minimum CZK 1,000)  
80–61 days: 30%  
60–31 days: 50%  
30–15 days: 80%  
14 days to the day of departure: 100%
2. If the customer does not commence the tour or interrupts participation due to their own will or other reasons on the customer's side, the cancellation fee is 100% of the total price. In the event of late commencement, the cancellation fee is 100% of the price of unused services and the customer is not entitled to reimbursement of costs related to the late commencement.
3. If services have already been demonstrably purchased or ordered for the customer, and their cancellation as stipulated by individual service providers exceeds the applicable cancellation fee under para. 1 of this article, the customer shall pay the cancellation of such service in full. The customer shall also pay the cancellation fee under para. 1 of this article, but for its calculation the tour price will be reduced by the full price of the cancelled service that would have been incurred

for the customer had they participated in the tour. This primarily concerns air tickets: if a ticket has already been purchased at the time of the customer's withdrawal, the full ticket price including fees as included in the tour price is deducted from the tour price for the purpose of calculating the cancellation fee under para. 1.

4. The cancellation fee for air tickets and related charges is determined according to the conditions of the supplier (airline). The customer undertakes to also pay any additional costs related to the cancellation of such service if incurred.

## **XI. Agency Liability and Complaints**

1. The Agency is obliged to provide the customer with the services included in the tour properly and on time, in accordance with the concluded contract and generally binding legal regulations. If the customer finds that a service provided by the Agency does not correspond to the service under the concluded package travel contract or the specifying informational materials, the customer may exercise the right to file a complaint.
2. The Agency is liable to the customer for breaches of obligations arising from the concluded package travel contract regardless of whether such obligations are to be fulfilled by the Agency or by other providers of travel services provided as part of the tour. An exception are airline services, where the Agency is not responsible for possible delays or cancellations of flights and resulting enforced shortening of the programme. In such cases, the customer does not have the right to file a complaint with the Agency.
3. If the tour has a defect, the customer is obliged to report it to the Agency without undue delay after becoming aware of it, ideally on site, so that remedial action can be taken. Failure to report the defect without undue delay may affect the extent of the customer's claims, especially if it made the remedy more difficult or increased the damage. Claims by the customer from the tour are subject to limitation periods set by the Civil Code; the right to a price reduction expires at the latest within 2 years.
4. The Agency is obliged to handle the complaint no later than 30 (thirty) days from the date it is filed.
5. The Agency may only be released from liability for damage caused by a breach of a legal obligation if it proves that the damage was not caused by it or other providers of travel services included in the tour and that the damage was caused by:
  - a. The customer;
  - b. A third party not connected with the provision of the tour, if this could not have been anticipated or was unavoidable;
  - c. An inevitable event which could not have been prevented even with all due care.
6. In cases where damage is caused by a third party or a force majeure event, the Agency is obliged to provide the customer in distress with prompt assistance within its means.
7. The Agency is not liable for:
  - a. The property of tour participants in the event of damage, loss or theft;
  - b. The granting of visas by the relevant embassies.
8. All information about visa requirements and visa-free arrangements applies only to Czech citizens. Customers of nationalities other than Czech (i.e. not travelling on a Czech-issued passport) are required to enquire about visa conditions at the embassy of the country they intend to visit.
9. If circumstances arise whose occurrence, course and possible consequences are not dependent on the will and actions of the Agency (force majeure) or circumstances on the part of the customer causing the customer to wholly or partially fail to use the ordered, paid and Agency-secured services, the customer is not entitled to a refund of the price paid or a price reduction, unless otherwise agreed.

## **XII. Agency Insurance**

1. The Agency is duly insured against insolvency, in the scope and under the conditions stipulated by Act No. 159/1999 Coll., as amended, with ERV – Evropská pojišťovna (European Insurance Company), which has been granted authorisation for insurance pursuant to this Act. The customer will receive information about insolvency insurance upon concluding the package travel contract.

### **XIII. Special Provisions**

1. The Agency processes personal data for the purpose of:
  - a. Concluding the contract and any amendments, ensuring fulfilment of obligations arising from or related to it, compliance with legal obligations, and protection of the Agency's legal claims;
  - b. Offering goods and services provided or mediated by the Agency, or for other marketing purposes, where the customer has given consent to such use of personal data in the contract or otherwise.
2. For the purpose under para. 1, the following personal data are processed: title, first name, surname, date of birth, nationality, place of residence, phone number, email address, passport number, expiry date, issuing country code, gender. The data may be made available to Agency employees or authorised processors and also transferred to those authorised to provide travel services within and outside the EU and those authorised to sell services provided or mediated by the Agency. Providing the above data is voluntary. The consequence of not providing them is non-conclusion of the contract.
3. If the customer concludes the contract for the benefit of third parties under Section 1767 of the Civil Code, by signing the contract the customer confirms that they are authorised by those third parties to provide their personal data and to grant consent to the processing, making available and transfer of their personal data for the purposes and to the extent set out in paras. 1 and 2.
4. The personal data provided by the customer may be processed and stored by the Agency or its authorised processor for the purposes and to the extent set out in paras. 1 and 2 for a period of 10 (ten) years from the end of the tour or provision of individual services. After this period, the Agency is obliged to destroy the personal data.
5. Personal data provided by the customer will be processed by the Agency or the processor, within the scope and for the purposes of this article, manually or automatically, and in electronic or printed form.
6. When processing the customer's personal data, the Agency takes care that the customer does not suffer harm to their rights, in particular the right to preservation of human dignity, and takes care to protect against unauthorised interference with their private life.
7. The customer has the right to withdraw consent to personal data processing at any time, in writing. If the customer's contact details are used for offering goods and services, the customer has the right to refuse consent to the use of such details for sending commercial communications, free of charge and at the Agency's expense, for each individual message in the manner stated in the received commercial communication pursuant to Act No. 480/2004 Coll.
8. In connection with personal data protection, the customer has further rights set out in the personal data processing information arising from applicable personal data protection legislation, in particular 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.
9. In the event of a dispute arising in connection with a contract governed by these General Terms, the customer who is a consumer has the right to seek out-of-court dispute resolution with the Czech Trade Inspection Authority. Detailed information on out-of-court dispute resolution is available at [www.coi.cz](http://www.coi.cz).

### **XVI. Final Provisions**

1. These General Terms enter into force and become effective on 1 January 2026.
2. If necessary, the Agency is entitled to update these General Terms by publishing them on its website at [www.enjoytravel.cz](http://www.enjoytravel.cz); such updated terms will apply to contracts concluded after the date of publication.
3. Any invalidity of individual provisions does not affect the overall validity of the General Terms and the contract.
4. The contracting parties declare that they have read these General Terms before signing, that they are in accordance with their will, and that they agree with the content of these General Terms

including the Package Travel Information Form. In witness thereof, they affix their signatures to the package travel contract.

## **Annex No. 1 to Decree No. 122/2018 Coll.**

### **Package Travel Information Form pursuant to Section 1b(1)(a) or (b)(1)-(4) of Act No. 159/1999 Coll.**

The combination of travel services offered to you constitutes a package tour within the meaning of Act No. 159/1999 Coll., on certain conditions of business and the exercise of certain activities in the field of tourism, as amended, which implements Directive (EU) 2015/2302.

You will be able to exercise all rights applicable to package tours under EU legislation. Travel Agency Enjoy Travel s.r.o., ID No.: 01798944, with registered office at Humna 275/10, 252 62 Únětice, will be fully responsible for the proper provision of all services included in the package tour.

Travel Agency Enjoy Travel s.r.o., ID No.: 01798944, with registered office at Humna 275/10, 252 62 Únětice, is required by law to provide protection against insolvency (insurance guarantee or bank guarantee), under which all payments you have made for services not provided due to its insolvency will be refunded, and if transport is included in the package, your repatriation will be arranged.

### **Basic Rights of the Customer under Act No. 159/1999 Coll., as amended, and Act No. 89/2012 Coll., the Civil Code, as amended**

1. Before conclusion of the package travel contract, the customer will receive all necessary information about the tour pursuant to Section 9a of Act No. 159/1999 Coll., including e.g. the destination, means of transport, accommodation, meals, etc.
2. The travel agency is responsible to the customer for proper provision of all travel services included in the package travel contract.
3. The customer will receive a telephone number for emergencies or contact details for the travel agency or the travel agent that arranged the sale of the tour.
4. The customer may, with reasonable notice and possibly upon payment of additional costs, transfer the package travel contract to another person.
5. The tour price may only be increased in the event of specific cost increases (e.g. fuel costs) and only if expressly provided for in the package travel contract, no later than 21 days before the start of the tour. If the price increase exceeds 8% of the tour price, the customer may withdraw from the contract. If the travel agency reserves the right to increase the tour price, the customer is entitled to a price reduction in case of a decrease in the relevant costs.
6. The customer may withdraw from the contract without paying a cancellation fee and receive a full refund if there has been a significant change to any essential element of the tour, except the price. If the travel agency cancels the tour before its commencement, the customer is entitled to a refund of the tour price and, where applicable, compensation for damages.
7. The customer may withdraw from the contract without paying a cancellation fee before the commencement of the tour if unavoidable and extraordinary circumstances have occurred at the destination or in its immediate vicinity that significantly affect the provision of the tour or the transport of persons to the destination (e.g. serious security problems at the destination that could affect the tour).
8. The customer may withdraw from the contract before its commencement by paying a reasonable and justifiable cancellation fee.
9. If, after the commencement of the tour, significant elements cannot be provided in accordance with the contract, a suitable alternative solution must be offered to the customer at no extra cost. The customer may withdraw from the contract without paying a cancellation fee if services are not provided in accordance with the contract and this

substantially affects the performance of the services included in the tour and the travel agency has not provided a suitable alternative.

10. In the event of failure to provide or incorrect provision of travel services included in the tour, the customer is entitled to a price reduction, damages or both.
11. The travel agency is obliged to provide assistance if the customer is in difficulty.
12. If the travel agency becomes insolvent, the customer will be refunded the paid deposit or tour price, including the price paid for a tour voucher in the event of tour cancellation, or the difference between the paid tour price and the price of the partially provided tour if insolvency occurs after commencement. If insolvency occurs after commencement and the tour includes transport, the customer's repatriation will be arranged. Travel Agency Enjoy Travel s.r.o., ID No.: 01798944, with registered office at Humna 275/10, 252 62 Únětice, [www.enjoytravel.cz](http://www.enjoytravel.cz), +420 731 460 752, [info@enjoytravel.cz](mailto:info@enjoytravel.cz) has arranged protection against insolvency with ERV Evropská pojišťovna, a.s., ID No.: 49240196, with registered office at Křižíkova 237/36a, 186 00 Prague 8, [www.ervpojistovna.cz](http://www.ervpojistovna.cz), tel.: +420 221 860 860, [klient@ERVpojistovna.cz](mailto:klient@ERVpojistovna.cz). The customer may contact this entity if services have been refused due to the agency's insolvency.

**Directive (EU) 2015/2302 of the European Parliament and of the Council is implemented in Czech law by Act No. 159/1999 Coll., on certain conditions of business and the exercise of certain activities in the field of tourism, as amended by Act No. 111/2018 Coll., and Sections 2521 to 2549a of Act No. 89/2012 Coll., the Civil Code, as amended by Act No. 111/2018 Coll., available on the website of the Ministry of Regional Development (<http://www.mmr.cz>); this form of publication is for information purposes only.**

## Personal Data Processing and Protection Information

*pursuant to 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 (hereinafter "GDPR") and related legislation.*

Dear Clients,

Thank you for the trust you place in us when using the services of travel agency Enjoy Travel s.r.o. We would like to provide you through this Information with clear and understandable details about how we process your personal data, for what purpose, and how it is stored and obtained. You will also find information about your rights regarding personal data processing.

### Controller of Personal Data and Contact Details

The controller of your personal data is Enjoy Travel s.r.o., ID No.: 01798944, with registered office at Humna 275/10, 252 62 Únětice, registered in the Commercial Register of the Municipal Court in Prague, Section C, File 211825.

You can contact us in the way most convenient for you:

- By email at [info@enjoytravel.cz](mailto:info@enjoytravel.cz)
- By post to Humna 275/10, 252 62 Únětice
- By phone at +420 739 632 819

You may also address any questions, suggestions or complaints to the Office for Personal Data Protection, Pplk. Sochora 27, 170 00 Prague 7 – Holešovice, Czech Republic, tel.: +420 234 665 111, e-mail: [posta@uouu.cz](mailto:posta@uouu.cz), [www.uouu.cz](http://www.uouu.cz).

### Purpose of Personal Data Processing

We process your personal data only to the extent necessary for the given purpose and for the period necessary to fulfil that purpose. After fulfilling the original purpose (e.g. contract performance), we may process personal data for other purposes (e.g. to fulfil statutory retention periods). The purposes of processing are listed below. We generally archive your personal data for the period set by law, contract, or our legitimate interest (e.g. for the duration of limitation periods during which we may wish to assert or defend our legal claims).

We process your personal data for the purposes of:

- a. Negotiating and concluding the contract and any amendments, ensuring fulfilment of contractual obligations, handling your requests and enquiries;
- b. Offering goods and services provided or mediated by the Agency, or for other marketing purposes, where the customer has given consent to such use of personal data in the package travel contract or otherwise;
- c. Compliance with our legal obligations;
- d. Protection of the Agency's legal claims.

### How We Obtain and What Personal Data We Process

Regarding the collection of personal data, we collect them exclusively from documents and information provided by you in the Package Travel Contract, or otherwise communicated by you, e.g. for the purpose of sending tour offers or other marketing materials.

**Identification and address data:** title, first name, surname, date of birth, nationality, place of residence, phone number, email address, passport number (including a possible photocopy), expiry date, issuing country code, gender.

**Sensitive and similar personal data:** health information (disability, pregnancy, other health information necessary to provide adequate services).

### How We Store Personal Data

Your personal data is stored in paper form within the contractual documentation and to the necessary extent in an electronically protected database secured by an access password.

### How Long We Retain Personal Data

We process and retain the personal data you provide for a period of 10 years from the end of the tour, your request to receive tour offers or other marketing materials, or the provision of other individual services. After this period, we are obliged to destroy the personal data provided.

Personal data that we are required to process in order to comply with legal obligations (e.g. tax or archiving) or on the basis of our legitimate interest to protect or enforce our legal claims may, in accordance with applicable law, be retained for a longer period than stated in the preceding paragraph.

### Your Rights Regarding Personal Data Processing and Protection

We process your data only to the absolutely necessary extent for the purpose of fulfilling the package travel contract and, with your consent, also for marketing purposes.

#### **At any time during the processing of your personal data, you may exercise the following rights:**

- a. The right of access to your personal data and to obtain a copy of the personal data we process.
- b. The right to rectification and supplementation of your personal data if you find that we are processing incorrect or inaccurate personal data about you.
- c. The right to erasure of your personal data (the right to be forgotten). You may request that we erase your personal data, and we will do so if:
  - The personal data are no longer necessary for the purposes for which they were collected or otherwise processed;
  - You withdraw your consent on which the processing is based, and there is no other legal basis for the processing;
  - You object to processing based on legitimate interest and there are no overriding legitimate grounds for processing, or you object to processing for direct marketing purposes;
  - The personal data have been unlawfully processed;
  - The personal data must be erased to comply with a legal obligation under EU or Czech law.

Please note that your personal data cannot be erased if processing is necessary:

- For exercising the right to freedom of expression and information;
  - For compliance with a legal obligation under EU or Czech law, or for the performance of a task in the public interest or the exercise of official authority;
  - For reasons of public interest in the area of public health;
  - For archiving in the public interest, for scientific or historical research purposes or for statistical purposes;
  - For the establishment, exercise or defence of legal claims.
- d. The right to restriction of processing of your personal data. You may also request that we restrict the processing of your personal data if: the personal data being processed are inaccurate; the processing is unlawful; the personal data are no longer needed for the purposes for which they were collected; or you have objected to the processing. If you exercise this right and one of the conditions is met, we will record the restriction in our systems and will generally not actively process such data further (except as required by law). When the reasons for restriction cease to apply, we will lift the restriction and inform you in advance.

- e. The right to data portability. If we process your personal data on the basis of your consent or for contract performance, and the processing is automated, you have the right to obtain your personal data in a structured, commonly used, machine-readable format and to transfer it to another controller.
- f. If you believe that obligations under personal data protection legislation (in particular GDPR) have been violated, you have the right to lodge a complaint with the Office for Personal Data Protection or another competent supervisory authority in an EU member state.

Thank you for your trust and we wish you many beautiful and memorable experiences on your travels.

**Enjoy Travel, s.r.o.**

