

Pomorskie Tours online store

Terms & Conditions

§ 1

GENERAL PROVISIONS

1. The Pomorskie Tours online store, available at www.pomorskietours.pl, operates in line with the following Terms and Conditions.
2. The Regulations specify the conditions for the conclusion and termination of Package Sales Agreements and the complaint procedure, as well as the types and scope of services provided electronically by the Pomorskie Tours Online Store, the rules for the provision of these services, the conditions for the conclusion and termination of agreements on the provision of services electronically.
3. Each Customer is obliged to comply with the Terms and Conditions as soon as he or she starts using the Electronic Services of the Pomorskie Tours Store.
4. To all matters not settled herein the following provisions shall apply:
 - 4.1. The Act of 18 July, 2002, on Providing Services by Electronic Means (Dz. U. 2014 poz. 827),
 - 4.2. The Act of 30th May, 2014, on Consumer' Rights (Dz. U. Nr 144, poz. 1204 ze zm.),
 - 4.3. The Act of 23rd September, 2016, on Out-of-court resolution of consumer disputes (Dz.U. 2016 poz. 1823)
 - 4.4. The Act of April 23, 1964 of the Civil Code (Dz. U. Nr 16, poz. 93 ze zm.),
 - 4.5. As well as other applicable provisions of the Polish law.

§ 2

DEFINITIONS

1. **CUSTOMER** - a Customer with full legal capacity who intends to conclude or has concluded a Sales Agreement with the Vendor.
2. **CONSUMER** - a natural person or an entrepreneur who makes a legal transaction not directly related to his/her economic or professional activity.
3. **PACKAGE** - a set of services available in the Store, provided by Service Providers external to the Vendor, which is the subject of the Sales Agreement between the Customer and the Vendor.
4. **STORE REGULATIONS** - these rules and regulations of the Store.
5. **STORE** - the Vendor's online shop operating at www.pomorskietours.pl.
6. **THE VENDOR** - Pomorska Regionalna Organizacja Turystyczna (Pomorskie Tourist Board) with its registered office in Gdańsk, entered into the Register of Associations, Other Social and Professional Organizations, Foundations and Autonomous Organizations of the National Court Register under KRS number: 0000177559, whose registration documentation is kept at the District Court Gdańsk-Północ in Gdańsk, VII Economic Division of the National Court Register; address: ul. Wały Jagiellońskie 2a, 80-887 Gdańsk; NIP: 5832842841, REGON: 192982037.
7. **SERVICE PROVIDER** - entrepreneur who actually provides the service to the Customer within the purchased Package.
8. **SALE CONTRACT** - the Contract of Sale of the Package concluded between the Customer and the Vendor through the Store.
9. **ELECTRONIC SERVICE** - service provided electronically by the Vendor to the Customer through the Store.
10. **DURABLE MEDIA** - any instrument which enables the traveller or the travel service provider to store information addressed personally to him or her in a way accessible for future

reference for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored

§ 3

INFORMATION ON THE PACKAGES AND THEIR REALIZATION

1. The Pomorskie Tours Store conducts retail sale of Packages via Internet. The Packages offered in the Store are free from legal defects and were legally introduced to the Polish market.
2. The Package Price visible on the Store website is in Polish zlotys (PLN, polski złoty), and represents the gross value. The Vendor is EU VAT registered.
3. The price of the Package visible on the web page of the Store is binding at the time the Customer places his or her order. This price will remain unchanged regardless of any changes in Store prices that may occur for individual services included in the Package after the Customer has placed the Order.
4. The Package can be purchased through selecting the appropriate product in the booking system that the Vendor has provided access to.
5. The execution of the Store Sales Agreement is subject to the Client's acknowledgement of the Terms and Conditions and acceptance of its provisions before placing the order.
6. Products subject to the special offer have a limited number of seats. Orders for these Products will be processed according to the order of placement.
7. In the event that the Vendor is required, prior to the fulfillment of the Package, for reasons beyond its control, to amend the material terms of the Contract with the Customer, it shall immediately notify the Customer thereof.
8. In the event as referred to in point 7 of this paragraph, the Customer is obliged to immediately inform the Vendor whether:
 - 8.1. they agree to the proposed amendment of the Contract, or
 - 8.2. they withdraw from the Sales Agreement with the immediate reimbursement of all payments made by the Customer and without any obligation to pay the contractual penalty.
9. If the Customer withdraws from the Sales Agreement as referred to in point 8.2 of this paragraph or if the Vendor withdraws from provision of the service included in the Package for reasons beyond the control of the Customer, the Customer may, according to what they deem appropriate:
 - 9.1. receive a substitute in equal or higher standard, unless they have agreed to receive Service of lower standard with reimbursement of the price difference,
 - 9.2. demand immediate reimbursement of all the contributions born.
10. The Service Provider shall be liable to the Customer for non-performance or improper performance of the service constituting the Product, unless the non-performance or improper performance is due solely to:
 - 10.1. the act or omission of the Customer,
 - 10.2. act or omission of third parties not participating in the performance of the services provided for in the Sales Agreement, if such acts or omissions could not have been foreseen or avoided,
 - 10.3. unavoidable and extraordinary circumstances - shall mean a situation beyond the control of the party claiming such a situation, the effects of which could not have been avoided even if all reasonable measures had been taken.

11. The exclusion of liability for non-performance or improper performance of the contract, in the cases listed in clause 10 of this paragraph, does not relieve the Vendor of its obligation to assist the injured Customer during the performance of the Package.
12. During the performance of the services included in the Package, the Customer shall be obliged to comply with the laws, regulations, rules and other organizational provisions in force at the visited facilities and means of transport. In the event of violation of such regulations, the Vendor's liability for non-performance or improper performance of the services included in the Package shall be excluded.
13. During the execution of the Package, the Customer shall be fully and solely responsible for the damage caused by him. For damage caused by minors, their parents or legal guardians shall be responsible.
14. The Customer shall not be entitled to a refund for unused services included in the purchased Package.
15. The Customer is obliged to read the description of the service, its specifics, scope, intensity and its effect on the body, or, in special cases, to consult a doctor.

§ 4

CONCLUSION OF A SALES AGREEMENT

1. For the conclusion of the Sales Agreement, it is necessary to select a Package and make a payment in one of the ways specified in § 5.
2. After placing an order, the Vendor shall immediately confirm its receipt.
3. Payment for the Package shall bind the Customer to the Sales Agreement.
4. Confirmation of the sale of the Package shall be made by sending an e-mail to the address indicated by the Customer. The confirmation contains:
 - 4.1. a confirmation of all the essential elements of the order, including the scope of services provided as part of the Package, the names of the Service Providers, the date of completion of the Package,
 - 4.2. these Terms and Conditions including instructions on the right to withdraw from the contract. Confirmation of the content of the Package will be an individual voucher with a QR-code, which will enable verification of the rights arising from the purchased Package by the Service Provider.
5. Each Sales Contract will be confirmed by a proof of purchase (electronic bill or VAT invoice at the Customer's request), which will be sent electronically to the e-mail address indicated by the Customer.

§ 5

METHODS OF PAYMENT

1. The Vendor provides the following payment methods:
 - 1.1. cash at the Vendor's retail outlet,
 - 1.2. payment through electronic payment services.
2. In the case of payment via electronic payment services, the Customer shall make payment prior to the fulfillment of the Package. Electronic payment services allow payment by credit card.
3. The Customer shall pay the price for the Sales Contract immediately, unless the Sales Contract provides otherwise.

4. Confirmation of execution, as specified in § 4, shall be sent to the Customer only after the price has been paid.

§ 6

COMPLAINT

1. The basis and scope of the Vendor's liability under warranty towards the Customer who is the Consumer, under the warranty covering physical and legal defects, are set out in the Civil Code Act of 23 April 1964 (Dz. U. nr 16, poz. 93 ze zm.).
2. Notification of defects concerning the Product and submission of the relevant request can be made in writing to the address: Wały Jagiellońskie 2a, 80-887 Gdańsk.
3. The message should contain as detailed information and circumstances relating to the subject of the complaint, in particular the type and date of occurrence of the irregularity and contact details. The information provided will significantly facilitate and speed up the processing of the complaint by the Vendor.
4. The Vendor shall respond to the Customer's request immediately, no later than within 14 days from the date of filing the complaint.
5. Failure to consider the complaint within 14 days of its submission is synonymous with its acceptance.
6. The response to the complaint shall be provided to the Consumer on paper or another durable medium.

§ 7

WITHDRAWAL FROM AND TERMINATION OF THE CONTRACT

1. The Customer who is also a Consumer, pursuant to the content of Article 3 (1) (8) of the Consumer Rights Act of 30 May 2014. (Dz.U. z 2014 r. poz. 827 z późn.zm.) is not entitled to a 14-day period to withdraw from a contract concluded at a distance.
2. The Customer shall have the right to resign from the provision of the service constituting the Product and to withdraw from the contract prior to its provision, at the latest 24 hours before the commencement of its provision, by sending to the Vendor a declaration of resignation from the provision of the Package in writing to the Vendor's address or by e-mail to: wycieczki@pomorskietours.pl Resignation from the provision of the service shall be treated as a withdrawal from the contract. If the cancellation is made less than 24 hours before the date indicated as the date of completion of the Package, the total price must be paid. The Vendor will credit the price with the amounts already paid.
3. In the event of withdrawal from the contract, the Sales Contract shall be deemed not concluded.
4. The right of withdrawal from a distance contract shall not apply to the Consumer in the case of a Sales Agreement in which the subject of contractual obligations is:
 - 4.1. a service, if the Vendor delivered the service in full with the express consent of the Consumer who has been informed before the performance that after the Vendor's performance he will lose the right of withdrawal;
 - 4.2. the subject of contractual obligations is a service in the field of leisure, entertainment, sports or cultural events, if the contract specifies the day or the period of performance.
5. Both the Vendor and the Customer (Consumer) shall have the right to withdraw from the Sales Contract in the event that the other party to the contract fails to perform its obligation within a strictly defined period of time.

6. The Vendor has the right to withdraw from the Sales Agreement concluded with the Customer who is not a Consumer within 14 working days from the date of its conclusion. In this case, the withdrawal from the Sales Agreement may take place without giving any reason and does not give rise to any claims on the part of the Customer who is not a Consumer against the Vendor.
7. Subject to § 3.10 - 12, the Vendor shall have the right to claim payment for the actual costs incurred and services provided until the moment of receipt of resignation (withdrawal from the contract), which the Vendor may deduct from the payment made by the Customer.
8. In the case of cancellation by the Customer of the Product sold according to the procedure set forth in § 3 item 8, the Vendor shall be entitled to a contractual penalty in the amount of the price of the Product, which the Vendor may deduct from the payment made by the Customer.

§ 8

CANCELLATION

1. The provisions of this paragraph shall apply if a minimum number of participants is required for the proper implementation of the Package. The Vendor shall inform the Customer about the minimum number of participants when selling a Package.
2. The Vendor shall have the right to cancel the implementation of the Package due to insufficient number of participants if the correct implementation of the Package depends on the number of participants.
3. in the event of the cancellation of the implementation of the Package, the Vendor may, without incurring additional costs for compensation or damages:
 - 3.1. offer the Customer an alternative date for the fulfilment of the Package;
 - 3.2. refund the Price paid and terminate the Contract.
4. The Customer shall be notified of the cancellation of the fulfilment of the Package no later than 24 hours before the commencement of the first of the services included in the Package.
5. If the fulfilment of the Package depends on the number of participants, the Vendor shall be entitled to cancel the fulfilment of the Package and to terminate the Contract due to insufficient enrolment, without incurring additional costs for damages or compensation, refunding all payments made by the Customer. The Customer shall be notified immediately of the cancellation of the Package for the reason specified in the preceding sentence 24 hours prior to the start of the tour lasting less than 2 days. The minimum number of applications for such a Package is stated in the offer.
6. In the event that the Customer cancels a Package that includes transport or other services that require prepayment, the Vendor is to oblige the Customer to pay an appropriate and reasonable cancellation fee to the Vendor. If no other cancellation fees are specified in the Contract, the amount of this fee shall be:
 - 6.1. on cancellation more than 21 days before the commencement of the package -10%;
 - 6.2. for cancellation up to 7 days before the commencement of the Package -50 % of the price,
 - 6.3. for a cancellation less than 24 hours prior to the commencement of the package - 100 % of the price,
7. The cancellation fee cannot be higher than the price of the Package minus the saved costs. The Vendor shall deduct the cancellation fee from the payment made by the Customer. Upon the Customer's request, the Vendor shall justify the amount of the cancellation fees.
8. In particularly justified cases, at the request of the Customer notified in writing to the Vendor, the Vendor may waive the withdrawal Fee referred to in paragraph 6.

§ 9

COMPLAINT

1. The Vendor, who is not the direct provider of services included in the package, shall not be liable for damage caused by the act or omission of the Service Provider.
2. In the event of damage, the Customer should apply directly to the Service Provider with his/her claim.
3. The Vendor undertakes to provide the Customer with the necessary assistance to pursue his/her claim, including providing, upon written request by the Customer, information about the Service Provider whose act or omission led to the Customer's damage.

§ 10

INSURANCE

1. The performance of the services included in the package is not subject to compulsory travel insurance. The Vendor and its employees and Service Providers are not liable as the tour operator.
2. The Vendor leaves it up to the discretion of the Customer to purchase an individual travel insurance policy. The Vendor does not recommend any particular insurance company or type of policy. You should contact the insurance companies directly for this purpose.

§ 11

INTELLECTUAL PROPERTY

1. All content available on the website at pomorskietours.pl shall enjoy copyright protection and (subject to Section 3 and elements used under licence, transfer of copyright or permitted use) shall be owned by the Vendor.
2. Any use by anyone, without the express written consent of the Vendor, of any of the elements comprising the content of the website pomorskietours.pl constitutes an infringement of copyright belonging to the Vendor and shall result in civil and criminal liability.
3. All trade names, names of Products, company names and their logos used on the website at pomorskietours.pl belong to their owners and are used for identification purposes only. They may be registered trademarks. All materials, descriptions and photographs presented on the website at pomorskietours.pl are used for information purposes.

§ 12

FINAL PROVISIONS

1. The Customer gives his/her consent to photographing and recording video materials with his/her participation and using these materials in the promotion of the Vendor. The Customer may withdraw such consent at any time by sending a written statement of withdrawal of consent to the Vendor at his/her mailing address.
2. Contracts concluded through the Store are concluded in accordance with Polish law.
3. If any part of the Terms and Conditions is inconsistent with applicable law, the relevant provisions of Polish law shall apply instead of the challenged regulation.
4. Any disputes arising from Sales Agreements between the Vendor and Consumers will be resolved in the first place by negotiation, with the intention of an amicable settlement of the dispute,

taking into account the Act on out-of-court settlement of consumer disputes. However, if this would not be possible, or would be unsatisfactory to either party, disputes shall be resolved by the competent common court in accordance with point 4 of this paragraph.

5. Judicial resolution of disputes:

5.1. Any disputes arising between the Vendor and the Customer who is also a Consumer shall be submitted to the competent courts in accordance with the provisions of the Code of Civil Procedure of 17 November 1964 (Dz. U. Nr 43, poz. 296 ze zm.).

5.2. Any disputes arising between the Vendor and a Customer who is not a Consumer at the same time are subject to the competent court for the seat of the Vendor.

6. A Customer who is a Consumer also has the right to use out-of-court dispute resolution methods, in particular by submitting, after the end of the complaint procedure, an application for mediation or an application for consideration of the case by an arbitration court (application can be downloaded from <http://www.uokik.gov.pl/download.php?plik=6223>). The list of Permanent Consumer Arbitration Courts operating at Provincial Inspectorates of Trade Inspection is available at: http://www.uokik.gov.pl/wazne_adresy.php#faq596. A consumer may also use the free assistance of a county (municipal) consumer ombudsman or a social organisation whose statutory tasks include consumer protection. Out-of-court settlement of claims after the complaint procedure is free of charge.