

## Terms & Conditions

### Company information

The travel agency and the owner of [www.crewstaffvacations.com](http://www.crewstaffvacations.com) is Crew & Staff Vacations, acting by Pavol Frankovič, with registered office at Úzka 2678/33, 900 42, Dunajská Lužná, Slovak republic, European Union, ID number: 37 474 600, VAT number: 1045671858, registered in the Trade Register of the Senec District Office, Slovakia, Trade Register Number: 204-10403 (hereinafter also referred to as the "Agency").

Booking a reservation with the aforementioned Agency constitutes your agreement to the Terms and Conditions below.

Please take time to read carefully the following terms and conditions for your own information and protection. It is your responsibility to ensure that you have read and understood the various terms associated with your contract before placing any bookings.

### 1. Agency's agreement with you

#### Products and Suppliers

Agency is acting as an intermediary or a "Booking Agent" for products and services that are not directly supplied by us (e.g., hotel accommodations, meals, tours, cruises, etc.) and we look forward to the opportunity to act as your booking agent for your travel needs. These terms and conditions (hereinafter the "Terms") describe what you are legally entitled to expect from us when you purchase travel related services through us, in addition to your obligations as a customer. The terms "we", "us", "our" and "Agency" refer to Crew & Staff Vacations. The term "you" and "your" refers to the customer visiting our website, booking a reservation through us or otherwise using our services, also, the term "you" and "your" include the first named person on the booking and all the persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

We sell a variety of travel related products from different suppliers and service providers ("Supplier" or "Suppliers"). Each Supplier has its own terms and conditions that are applicable to your particular arrangements in addition to our Terms, and you should make sure you understand them. Certain software and content found on our website are owned or licensed by us or our Suppliers, your use of which may be subject to further conditions. Our website can be found at [www.crewstaffvacations.com](http://www.crewstaffvacations.com) (hereinafter "website").

When you make a booking you guarantee that you have the authority to accept, and do accept on behalf of your party, the Terms of these booking conditions. This contract is made on the terms of these booking conditions, which are governed by Slovak republic law, and the jurisdiction of the Slovak republic Courts.

Agency acts as a booking agent or disclosed retail agent on behalf of the supplier(s) involved with your holiday booking at all times. As a booking agent or disclosed retail agent, the company's role is to ensure that all travel components/services booked correspond with what has been agreed with you at the time of the booking. In the case of those components/services deviating from what has been agreed due to the Supplier(s') inability to honor the contract, then the Agency will open a communication dialogue between the relevant Supplier(s) and the customer and will not be liable for any compensation claims. In this context, the Agency cannot be held responsible for any changes imposed by the Suppliers nor can be

considered liable for any omissions/mistakes, unless the latter occur due to our negligence. Ultimately, the customer will enter into a trading relationship with Agency, which will be restricted solely to the above mentioned role of the company as a booking agent or disclosed retail agent, as well as with the various Suppliers involved who will have the responsibility to provide in full the services/products advertised at the time of booking.

### **Deposits and Payments**

You will be required to pay a non-refundable deposit or make full payment for your booking at the time of booking. Where you only pay a deposit you must pay the full balance by the balance due date notified to you. If full payment is not received by the balance due date, we will notify the Supplier who may cancel your booking and charge the cancellation fees set out in their Terms and Conditions. Except where otherwise advised or stated in the booking conditions of the Supplier concerned, all amounts you pay to us for arrangements will be held on behalf of the Supplier(s) concerned.

Online Payments by credit/debit cards through bank payment gateway might be subject to an additional payment processing fee (you will be advised at the time of the booking, prior to your payment).

If you do not pay your outstanding balance within the due date, we reserve the right to cancel your booking at loss of a non-refundable deposit.

Upon your provision of your payment information, you are authorizing us to make the payment arrangements with the corresponding Suppliers.

We reserve the right to refuse personal checks and cash as a method of payment.

All prices mentioned on the website or offers are mentioned in USD with VAT included.

The prices mentioned on website or offers are based on the exchange rates at the moment of publication. Agency reserves the right to modify the selling price as a result of a significant change of the exchange rate. Modifications are announced the latest 30 days prior to the client's departure. If the Agency receives no reply within 10 days after the receipt of this information, the price increase is considered accepted.

If after receiving of the full payment of all services initially agreed, you are requesting any other additional services, even if only agreed by email between parts, Agency has the right to issue invoice for the additional services and you have the obligation to fulfill all payment obligations before the end of the services provided by us, so before you leave the country.

### **Documentation**

Our general practice is to send documents to our customers electronically whenever possible. We reserve the right to charge an administration/postal fee, should you make a request for such documents to be sent as a hard copy.

### **Bookings, Cancellations and Changes**

#### **Bookings and Changes**

These Terms set out the basis on which we arrange the travel arrangements on your behalf with the third party Suppliers.

When you make a booking you guarantee that you have the authority to accept these Terms and to accept these Terms on behalf of your party. This means that you are responsible for making all payments, notifying us if any changes or cancellations are required and for receiving the confirmation and keeping your party informed.

When you make a booking you guarantee and confirm that you possess a valid airline/aviation crew or staff ID card. All offered booking prices are only valid if you are able to legally prove that you are an aviation professional (possession of a valid crew/staff ID card). Failing to do so can lead to a price increase or price invalidity and cancellation of the reservation, followed by applying of non-refundable cancellation fees.

Any cancellation or amendment request must be sent to us in writing, by email, and will take effect on the day we receive this during the hours of 9 am to 8 m. You must pay us the cancellation or amendment charge as stated in section Cancellation fees and on the website for each resort/hotel in particular.

With regard to changes and cancellations made by the resorts/hotels, we will inform you as soon as reasonably possible. If we offer alternative accommodation or a refund, you will need to let us know your choice within the time frame we stipulate. If you fail to do so we will assume that you have accepted the change. In the extraordinary event of non-availability, due to overbooking or any other unforeseen circumstance of your booked resort/hotel, a substitute hotel of the same or higher rating will be offered. Agency is not liable for any hotel relocation due to the overbooking hotel policies, Agency shall have to present, if requested, all documents provided by the overbooked resort/hotel.

Our responsibilities are limited to making the booking in line with your instructions. We do not accept responsibility for any information about the accommodation that we pass on to you in good faith. However, in the event that we are found liable to you on any basis whatsoever, our maximum liability to you is limited to the total cost of your booking (or the appropriate proportion of this if not everyone on the booking is affected).

The booking information that you provide to us will be passed on only to the relevant Supplier or other persons necessary for the provision of your accommodation. The information may therefore be provided to public authorities such as customs or immigration if required by them, or if required by the law. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary and religious requirements. Certain information may also be passed on to security or credit checking companies. Making this booking, you consent to this information being passed on to the relevant persons.

The hotel ratings shown on our website are the official ratings of the accommodation. Star ratings and standards can differ from country to country and a 4 star accommodation in one country may not be the same standard of a 4 star in another. Agency cannot be held responsible for any misunderstandings relating to official ratings.

### **Cancellation fees for resorts/hotels**

If you cancel your booking, you may be entitled to a (partial) refund, under the condition of the paragraph from below called "Standard Cancellation fees" and as stated for each resort/hotel on the website.

If the reason for your cancellation is covered under the terms of your travel insurance policy, you may be able to reclaim your cancellation charges through your insurer.

## Cancelation fees

In case of a fixed reservation, the pre-booked services are bindingly booked and the client accepts the following Standard Cancelation fees:

In case of total cancelation or any amendment of the booking, following fees apply:

- Cancelation or booking change outside of 31 days prior to arrival - Free Cancelation
- Cancelation or booking change 30 - 26 days prior to arrival - 50% non-refundable Cancelation charges apply
- Cancelation or booking change less than 25 days prior to arrival and No Show - 100% non-refundable Cancelation charges apply

Agency reserves the right to amend cancelation policy and fees for each particular resort/hotel. Every resort/hotel on the website contains detailed information about cancelation policy and you are requested to refer to them. By agreeing with Terms, you bindingly agree with cancelation policies stated for each resort/hotel on the website.

On individual and/or peak dates (i.e. festive seasons, Christmas, New Year etc) the Agency reserves the right to demand deposits, which are non-refundable in case of cancelation. For individual dates and/or peak travel periods, the Agency furthermore reserves the right to modify its standard cancelation Terms.

You agree to pay any cancelation or change fees that you incur. In limited cases, some resorts/hotels do not permit changes to or cancelations of reservations after they are made. You agree to abide by the terms and conditions imposed with respect to your prepaid hotel reservations.

## Strikes, unpredictable and vis major events

In case of strikes, other unpredictable events or events that cannot be influenced by Agency (vis major), Agency will try the best to provide you with the services initially booked (i.e. Agency tries to transfer clients to an airport which is not on strike). Such incidents cannot be mentioned as a reason for the cancelation of the booking. Under no circumstances will the Agency will be responsible for any damage or loss caused.

## 2. Your agreement with Agency

### Your acceptance of these Terms and Conditions

By booking your reservation with us or using our website, you are agreeing to be bound by the terms of these Terms and Conditions in full and any additional terms and conditions of any Supplier that are applicable to your booking, travel arrangements or use of any website content. While booking your reservation with us, using our website, communicating with the Agency in any manner and in any commercial matter, even if not leading to a purchase, you fully and exclusively agree to be included in marketing campaigns and activities of the Agency. You agree on behalf of yourself and those you represent to comply with all such terms and conditions, including the payment of all amounts when due. You agree that any violation of any such terms and conditions may result in (a) the cancelation of your reservation or purchase, (b) your forfeiture of any amounts paid for your reservation or purchase, (c) you being denied access to the applicable travel related product or service, and (d) our right to debit your account for any costs we incur as a result of such violation.

You represent and warrant that (a) you are of sufficient age to use our services (at least 18 years old) and website and can create binding legal obligations in connection with your use, (b) you are legally authorized to act on behalf of those you represent and accept these terms and conditions on their behalf, and (c) the information supplied by you or members of your group is true and correct. You are responsible for informing such other persons of all terms and conditions applicable to their travel arrangements. You understand that you are financially responsible for any use of our services or website by you and those using your name or account.

### **Change of your booking**

Where a change requested by you to your travel arrangements is permitted and possible, all such reservation changes are subject to availability. Changes (even partial) in your booking might bear an obligation of payment of cancellation fees if occurred.

### **Cancellation of your booking**

If you cancel your booking, you may be entitled to a partial refund, under the condition of the paragraph from chapter 1 from above called "Standard Cancellation fees". Cancellations (even partial) of your booking might bear an obligation of payment of cancellation fees if occurred.

### **If you have a Complaint**

If you have a problem during your holiday, you must first and foremost inform the relevant local Supplier (e.g. your resort, hotel etc.) immediately about the complaint and the issues must be solved at place, whenever possible. Should Supplier be unable to resolve the matter at place, please contact us without any delay by email: [sales@crewstaffvacations.com](mailto:sales@crewstaffvacations.com). If you fail to contact us on time, we will not be given the opportunity to investigate your complaint and attempt to rectify any error while you are on holiday, and this may affect your rights under these terms and conditions. All complaints have to be sent or communicated to the Agency in written form, within a maximum of 30 calendar days after the end of the booked services. Please note that you must first communicate your complaint to your relevant local Supplier, if not, a complaint addressed first to us shall not be relevant.

### **Travel documents and destinations**

It is your responsibility to ensure that all of the details on your travel documents are correct and to bring to our attention any errors or discrepancies immediately. Your travel documents are valuable and should be safeguarded at all times. It is not always possible to replace travel documents in the case of loss, theft, damage, etc.

Prior to booking, we recommend that you review any Government's prohibitions, warnings and advisories applicable to your destination. By offering travel to any particular destination, we do not warrant that travel in such destination is safe or without risk.

### **Passport, visa and immigration requirements**

It is your responsibility to fulfill the passport/identity card, visa and other immigration requirements applicable to your itinerary. You should confirm these with the relevant embassies and/or consulates. We do not accept any responsibility in case of you being unable to travel due to non-compliance with any of such requirements.

## **Insurance**

Travel insurance is a vital part of your travel. We strongly recommend that all passengers are adequately insured before traveling abroad, for the whole duration of your journey. In any event, we strongly advise that you take out a policy of insurance in order to cover you and your party against the cost of cancellation by you, the cost of assistance (including repatriation) in the event of accident or illness, loss of baggage and money, and other expenses.

## **Travel advice and vaccinations**

Vaccinations may be required for some or all of the places you are intending to visit. It is your responsibility to ensure that you have arranged all necessary vaccinations for your itinerary or any special safety requests.

## **Use of our services and website, Prohibited activities**

You agree you will only use our website or services to make legitimate reservations or purchases and shall not make speculative, false or fraudulent reservations or reservations in anticipation of demand. You will only use our website and services in compliance with applicable law.

Without our prior written permission, you may not (a) access, monitor or copy any content or information on our website using any “robot”, “spider” or other automated or manual device or program, (b) deep link to any portion of our website, or (c) “frame” or incorporate any portion of our website into any other website.

The services and information of the Agency (including, but not limited to, price and availability of travel services), as well as the infrastructure used to provide such content and information, is proprietary to us or our Suppliers and providers. While you may make limited copies of your travel itinerary (and related documents) for travel or services booked through the Agency, you agree not to otherwise modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information, software, products, or services obtained from or through the Agency. Additionally, you agree not to:

- use the services of the Agency for any commercial purpose.
- make any speculative, false, or fraudulent reservation or any reservation in anticipation of demand.
- access, monitor or copy any content or information of the Agency website using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission.
- violate the restrictions in any robot exclusion headers on Agency website or bypass or circumvent other measures employed to prevent or limit access to services.
- take any action that imposes, or may impose, at our discretion, an unreasonable or disproportionately large load on our infrastructure.
- deep link to any portion of the Agency website (including, without limitation, the purchase path for any travel services) for any purpose without our express written permission, or "frame",

"mirror" or otherwise incorporate any part of the Agency website into any other website without our prior written authorization.

You understand that any violations of this clause may result in the cancelation of your reservation(s), in you being denied access to the applicable travel product or services, in you forfeiting any amounts paid for such reservation(s), and/or in our debiting your account for any costs we incur as a result of such violation.

### **Privacy policy**

You consent to our processing and sharing of personal data/information about you and other members of your party that you have provided to us in accordance with the terms and conditions. You represent that you have read and agree to the terms of our Privacy policy, which can be found on our website.

### **3. Additional Terms**

The information, software, products and services provided by us or our Suppliers or published on our website may include inaccuracies or errors, including pricing errors. We do not guarantee the accuracy of, and disclaim all liability for any errors or other inaccuracies relating to such information and description of the hotel, air, cruise, car and other travel products displayed on the website (including, without limitation, the pricing, images, list of hotel amenities, general product descriptions, etc.), much of which information is provided by the respective Suppliers.

Prices are not valid until purchased and we expressly reserve the right to correct any pricing errors on our website and/or on pending reservations made under an incorrect price. In such an event, if available, we will offer you the opportunity to keep your pending reservation at the correct price or we will cancel your reservation without penalty.

The limitation of liability reflects the allocation of risk between the parties. The limitations specified in this section will survive and apply even if any limited remedy specified in these Terms is found to have failed in its essential purpose. The limitations of liability provided in these Terms are to the benefit of the Agency, and/or its respective Suppliers.

We reserve the right to modify these Terms without prior notice to you at any time. Please refer to our website at [www.crewstaffvacations.com](http://www.crewstaffvacations.com) from time to time to review the most current version of the Terms.

This Agreement (and any other terms and conditions referenced herein) constitutes the entire agreement between you and Agency with respect to Agency services and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the customer and Agency. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

**Payment of the booking price constitutes your acceptance of the Terms and Conditions set out herein. Any rights not expressly granted herein are reserved.**