

## **General Terms and Conditions**

### **Definitions**

- a) Acceptance means acceptance of the contract by paying the Advance or Price given in the Confirmation Email.
- b) Price means the value of the Services or Tours applicable on the Date of the Contract or a later date if subject to change.
- c) Remote Communication means communication between the Parties by phone, email, Web Form, or website.
- d) Data Subject means the Buyer under the Privacy Act.
- e) Advance means an advance payment of the Price set by the Seller, which is used as a financial guarantee of the Buyer.
- f) Confirmation Email means a preliminary confirmation of the availability of the Tour or Services under the Order, including any and all payments and additional information.
- g) Buyer means a natural person (consumer), who has created the Order and signed the Travel Contract with the Seller; for the purpose hereof, the Buyer is also herein referred to as the 'Group Leader'.
- h) Order means a written request of the Tour or Service, including any and all custom specifications agreed before the contract is made.
- i) Eligible Person means the person who is to take part in the Tour or receive the Service; for the purpose hereof, if several Eligible Persons exist, they are herein referred to as the 'Group'.
- j) Seller means Never Happened s.r.o., Žižkova 17, 811 02 Bratislava, Company ID: 50 901 575, VAT ID: SK2120537122, TAX ID: 2120537122.
- k) Controller means the Seller under the Privacy Act.
- l) Complaint means a notice of the Buyer sent to the Seller, whereby the Buyer exercises the right vis-a-vis the Seller as a result of Service failures, if applicable.
- m) Complaint Policy means the procedure of the Seller and the Buyer when sending a Complaint in connection with a Service failure if the Buyer has legitimate reasons for exercising the rights connected with the liability for failures. Complaint rules and procedures are part of these GTC and are also published on the website [www.neverhappened.eu](http://www.neverhappened.eu).
- n) The Service means a separate provision of catering services services, leisure activities (recreational and sport activities), accommodation, transport, or other services rendered individually in the quantity and to the extent specified by the Buyer or in the minimum quantity or to the minimum extent specified by the Seller.
- o) Consumer means a natural person who is not negotiating and entering into the Travel Contract as a company, as part of their business activity, or under an employment; this person is subject to consumer protection legislation in force.

- p) GTC means these General Terms & Conditions stipulating the conditions of the sale and provision of services.
- q) Force Majeure means all circumstances and/or obstacles beyond the will and reasonable control of the Parties that could not reasonably be expected or foreseen, or circumstances or obstacles, or consequences thereof, that were averted or overcome. Any unforeseeable circumstances (or foreseeable but unavoidable to the Seller) affecting the provision of the Services, such as strikes, disasters, accidents as a result of natural disasters, power outages, emergencies, epidemics, country emergency situations, other public authoritative measures, and similar situations are all construed as Force Majeure.
- r) Web Form means a Website electronic form used to create and send a written Order to the Seller.
- s) Website means the website [www.neverhappened.eu](http://www.neverhappened.eu), which also serves as a catalogue of Tours and individual Services.
- t) Tour means a combination of the least two of the following Services:
  - a) transport,
  - b) accommodation,
  - c) leisure activities or catering services.
- u) Privacy Act means Act 18/2018 Coll, Personal Data Protection Regulation (current version).
- v) Contract Documents means these GTC, Order, Mail Confirmation, Contract, Complaint Policy, Privacy Notice, and other written documents and actions of the Parties related to the Contract and implementation thereof.
- w) Party means the Seller or the Buyer.
- x) Contract means the agreement between the Seller and the Buyer stipulating the duty of the Seller to render the Tour or Service based on the Buyer's Order and the duty of the Buyer to pay the Total Price.

## **PART I**

### **INDIVIDUAL SERVICE PROVISIONS**

#### **1. Introductory Provisions**

1.1 This Part of the GTC governs the rights and duties of the Parties with regard to the Contract, Services, Complaints, and communication between the Parties.

1.2 This Part of the GTC applies strictly to consumer contracts that do not govern the provision of a combination of Services in the form of a Tour. For these cases, the Contract is governed by the Tour-related provisions.

#### **2. Parties Rights & Duties**

- 2.1 The Seller has the right—including but not limited—to receive full payment of the Advance and Price for the Services provided.
- 2.2 The Seller reserves the right to subject the Contract to a minimum number of Eligible Persons determined at its own discretion; the Buyer is not entitled to a partial refund corresponding to the actual number of people that ultimately received the Service.
- 2.3 The Seller may modify the schedule, change the location, or replace the person providing the Service. If the Service specified in the Contract cannot be provided for objective reasons, the Seller reserves the right to arrange a replacement Service fully corresponding to the original Service (organization change).
- 2.4 The Seller reserves the right to exclude any or all people who exceed the number of people specified in the Contract.
- 2.5 The Seller may suspend or terminate the provision of the Service without any compensation for the Buyer or Eligible Person in the following situations, inter alia:
  - a. the number of people is exceeded under Section 2.4,
  - b. Eligible Persons violate the principles of morality or courtesy or are found to be under the influence of alcohol or another psychotropic or narcotic substance, which endangers the safety, health, or property of third parties or prevents the provision of the Service,
  - c. Eligible Persons do not comply with the safety and/or operational rules of the Service,
  - d. Eligible Persons intentionally damage the property of the Seller, the person providing the Service, or third parties.
- 2.6 The Seller shall—including but not limited to:
  - a. provide the Service in a timely and effective manner, in the standard quality, and to the extent, quantity, and nature specified in the Contract;
  - b. provide the Buyer with any and all information and documents related to the Contract implementation, Service provisions, along with any assistance and support that is directly related to the Contract implementation, as reasonably required;
  - c. provide the Buyer with a proper invoice or another document allowing the Buyer to pay the Advance and the Price;
  - d. inform the Buyer of any changes to the GTC, Complaints Policy, as well as other documents and circumstances necessary to implement the Contract; disclosure of the relevant document and changes thereto through the Website or through the announcement of organizational changes in person is deemed sufficient to meet this duty.
- 2.7 The Buyer shall pay the Advance and Price by their respective dates and in their full amount.
- 2.8 The Eligible Person shall:

- a. be diligent as to not cause any damage or injury to health, property, or rights of third parties;
- b. follow the instructions of the Seller, Seller's Authorized Agent, or person providing the Service throughout the entire Service period;
- c. arrive on time at the place of Service;
- d. be held liable for any and all damage caused to the or health or property of the Seller or the person providing the Service.

2.9 If accommodation is included, the Buyer shall—on request—present a payment card and identification document, pay a security deposit in case of unexpected damage, and store all valuables and assets of a considerable value in a safe. The Buyer shall reimburse the provider for all costs associated with any Services provided beyond the Contract, as well as any and all costs suffered as a result of unexpected damage to the accommodation provider property. The provisions of this Article shall also apply to Entitled Persons.

2.10 In addition to the rights listed in these GTC, the Buyer and the Seller shall also have the right to:

- a. receive Services to the extent and at the time and for the Price specified in the Contract;
- b. request rectification of any and all failures free of charge related to the Service that were not caused by the Buyer and that are the responsibility of the Seller under the applicable legislation or that are claimed legitimately by the Buyer through a Complaint procedure;
- c. expect the Seller to comply with its duties set forth herein.

2.11 The right of the Buyer and the Entitled Persons to receive the Service applies only to the time and date specified in the Contract, or its later amendments agreed by the Parties.

### **3. Order**

3.1 The Service is ordered via a Web Form, email, or telephone. By sending an Order, the Buyer expressly confirms to follow these GTC and other Contract Documents, and the Buyer thus represents and warrants that they have reached the age of 18; non-compliance with this provision shall be construed as grounds for rejecting this Order; if the Order is placed by phone, the Seller shall confirm its receipt by sending a Confirmation Email to the Buyer's email address.

3.2 To create and send an Order via a Web Form, it is necessary to create a user account on the Website, whereby the Buyer enters their personal information, contact information, and country of residence. This information is part of the Order and serves to identify the Buyer.

3.3 The Buyer shall state the specific Service in the Order, along with the following:

- a. the number of Eligible Persons to receive the Service;

- b. Service date and time;
  - c. other circumstances key to the Contract arrangements or other specifications required by the Buyer.
- 3.4 The number of Eligible Persons shall be equal to or higher than the number of minimum persons specified by the Seller for each Service separately.
- 3.5 Once the Order is received, the Seller will confirm the receipt and check the availability of the Service. If the Order is placed by phone, the entire process of checking the availability of the Service will be done by email. The Seller must first read the Order and check if the Service is available. Subsequently, the Seller will send a Confirmation Email of receipt of the Order to the Buyer; the Confirmation Email is always sent, even if the Service was ordered by phone.
- 3.6 If the Seller shall communicate any changes and suggestions regarding the Order to the Buyer and will seek consent to these changes from the Buyer, if applicable.
- 3.7 If the Service is available in line with the information contained in the Order or changes thereof, the Seller shall send a Confirmation Email to the Buyer containing the billing information on the Advance, Price, and payment date, as well as any and all documents, information, and data relevant to the Service. The Buyer shall read the information thereof of the Confirmation Email; no claims or complaints will be accepted with respect to incorrect information entered by the Buyer, and the Seller will not be held liable for any damages vis-a-vis the Buyer or the Entitled Persons as a result thereof. The Services are always provided on the date or within the period set forth in the individual Contract.
- 3.8 The Contract shall enter into effect only when the Advance is paid in full and on time in line with the information given in the Confirmation Email or the invoice attached. The Seller will then confirm the Contract's effect with regard to the Service availability and provision. Upon receipt, the Order—together with the information provided in the Confirmation Email—shall become a Contract. If the Advance, paid on the basis of the Confirmation Email, is only a certain part of the Price, the Buyer shall pay the remaining part of the Price by the date specified in the Confirmation Email or the invoice attached thereto. If the payment is not made by the date specified, the Seller will be entitled to terminate the Contract and keep the Advance.
- 3.9 The Seller does not guarantee the availability of the Services until the Advance is paid.
- 3.10 The rights and duties specified in the Contract always apply to the Buyer who created and sent the Order, even if the Service is provided to several Eligible Persons who have not created the Order. These Eligible Persons are entitled to receive the Service, but the duty to pay the Price remains solely with the Buyer.
- 3.11 In connection with the Contract, the Buyer may contact the Seller via the electronic contact form, phone, or email listed on the Website.
- 3.12 The Seller shall communicate any and all Service-related changes to the Buyer.

3.13 The Buyer may make changes to the Contract if they are made no later than 31 days before the beginning of the Service. Details are given in Article 7 hereof.

#### **4. Rendering of Service**

- 4.1 The Seller shall provide the Service at the place and time specified in the Contract or agreed mutually by the Parties, together with any and all mandatory safety equipment and accessories related to the Service.
- 4.2 The Service will always be provided to the extent, quality, and number of persons specified in the Contract. If the Service is provided in a specific time period, the provision of this Service ends at the time of this time period.
- 4.3 The Buyer and the Eligible Persons represent and warrant that they act at their own responsibility, danger, and risk of damage or injury to their property or health respectively by starting to use the Service.
- 4.4 If the Buyer does not use the Service within the period given in the Contract or fails to meet Service-related requirements, the Buyer shall have no right to seek refund of the Price.
- 4.5 The Service shall be deemed provided:
- a. when all Services specified in the Contract have been provided;
  - b. when a replacement Service has been provided with a reasonable extent and quantity with regard to the original Service or when other Service agreed by the Parties has been provided;
  - c. on the last date of the Service;
  - d. as a result of absence of Eligible Persons due to reasons not on the part of the Seller;
  - e. notwithstanding Section 2.5 of the GTC, as a result of absence of an Eligible Person or their refusal to receive the Service due to their physical or mental condition causing the inability to provide the Service to the Eligible Person, or as a result of a non-compliance with legislation applicable and/or failure to observe Service-related instructions, if applicable.
- 4.6 If the Service does not comply with hygiene, safety, or other requirements of the country's laws and regulations, where the Service is being provided, the Seller may terminate the Service and provide the Buyer with the right to receive alternative Service or the right to claim refund of the Price insofar as the Service was not provided; the foregoing is construed as a remediable failure.
- 4.7 The Seller reserves the right to provide alternative Services, amend the Contract, or terminate the Contract if the Service cannot be rendered as a result of Force Majeure. If the Contract is terminated due to the foregoing, the Seller shall refund the Price and any all payments made by the Buyer.

#### **5. Billing & Payment**

- 5.1 The Advance and the Price are paid by wire transfer, bank transfer, or MasterCard or VISA, PayPal, or by other means specified in the Confirmation Email; all payments shall be made in Euro. The Seller shall not be held liable for any and all costs of the Buyer suffered in connection with wire transfer exchange rates or exchange fees.
- 5.2 The Advance and the Price will be specified in the Confirmation Email and the invoice attached thereto.
- 5.3 Failure to pay the Price by the payment date will result in the termination of the Contract by the Seller, and the Seller shall be entitled to keep the Advance as a Service-related handling fee.
- 5.4 The Price includes only the Services specified in the Contract. Any other additional services not specified in the Contract (extra drinks, food, or other services) must be paid separately.

## **6. Contract Termination & Amendment**

- 6.1 The Buyer may withdraw or request an amendment to the Contract no later than 31 days before the date of the Service, in which case the Seller may either accept the request or reject and keep the Advance if the Contract was terminated as a result thereof.
- 6.2 If the Contract is terminated or amended within a period shorter than that given in Section 6.1 hereof, the Seller shall have the right to receive the full Price listed in the Contract.
- 6.3 If the Contract is amended as a result of a mutual agreement of the Parties, the Buyer shall only pay the difference in Price between the amendment and the Contract.

## **7. Liability for Failures**

- 7.1 The Seller shall be held liable for failure to provide the Service in a good and sound manner if the failure was reported by the Buyer or Eligible Persons at the time of the Service.
- 7.2 If any failures are detected, the Buyer or Eligible Person shall immediately report them to the person providing the Service and request remedy. At the same time, the Buyer may refuse to receive any such failed Services.
- 7.3 If the person providing the Service fails to remedy the situation, the Buyer may lodge a Complaint with the person providing the Service or the Seller.
- 7.4 If the Buyer or an Eligible Person receives the Service despite their failures, they waives the right to lodge a Complaint and the Service is deemed accepted by the Buyer without reservations.
- 7.5 In case of failures connected with the accommodation, the Buyer is recommended to lodge a Complaint with the accommodation provider directly.
- 7.6 Subjective evaluation or personal preferences of the Buyer or Eligible Persons shall not be construed as Service failures.
- 7.7 Complaint lodging and handling are covered in Section 8 of the Complaint Policy.

## **8. Complaint Policy**

- 8.1 The Buyer may lodge a Complaint if failures occur during the Service provision.
- 8.2 The Buyer may lodge a Complaint with the Seller through email, phone, or in person at the Seller's registered office.
- 8.3 The Complaint must contain, inter alia, Buyer's identification, specification of the Service under complaint, failure description, and the type of compensation requested. Otherwise, the Seller will reject the Complaint as unfounded.
- 8.4 If the failure has been established, the Buyer may—taking the nature of the failure into account—seek refund of a proportional amount of the Price equal to the extent of the failure, seek a reasonable Price discount, or request to receive an alternative Service.
- 8.5 The Seller shall resolve Complaints at its sole discretion. If the Complaint is not resolved within 30 days of its receipt, the Buyer may contact relevant consumer protection authorities; the Seller shall provide the Buyer with a proof of Complaint.
- 8.6. As a result of entering into the Contract, the Buyer represents and warrants that they have read the Complaint Policy, understood its provisions, and agree to abide by the terms thereof.

## **9. Liability for Damage**

- 9.1 The Seller shall not be held liable for:
  - a. any and all damages to property or health suffered in connection with the provision of the Service;
  - b. any and all failures to provide the Service due to the reasons on the part of the Eligible Persons or due to non-compliances with the Contract;
  - c. non-compliance with hygiene, safety, or other standards on the part of the person providing the Service or Eligible Persons;
  - d. notwithstanding Section 4.7, any and all damages caused by Force Majeure;
  - e. any and all damage caused by items brought or stored.

## **PART II**

### **TRAVEL PROVISIONS**

#### **1. Introductory Provisions**

1.1 This Part of these GTC applies to mutual rights and duties of the Parties related to the Travel Contract, Complaints related to the Travel Contract, and communication between the Parties.

1.2 These GTC apply strictly to consumer travel contracts, but not to the provision of individual Services under a separate contract. For these cases, the Contract is governed by Part I hereof.

## **2. Parties Rights & Duties**

2.1 The Seller has the right—inter alia—to receive full payment of the Advance and Price for the Tour.

2.2 The Seller reserves the right to subject the Contract to a minimum number of Eligible Persons taking part in the Tour determined at its own discretion; the Buyer is not entitled to a partial refund corresponding to the actual number of people that ultimately took part in the Tour.

2.3 The Seller may change the Service schedule or location or person providing the Service, who is taking part in the Tour if the Seller will provide alternative Services during the Tour corresponding to the originally agreed Services (organizational change).

2.4 The Seller reserves the right to exclude any or all people taking part in the Tour who exceed the number of people specified in the Contract.

2.5 The Seller may suspend or terminate the provision of a specific Service without any compensation for the Buyer or Eligible Person in the following situations, inter alia:

- a. the number of people is exceeded under Section 2.4,
- b. Eligible Persons violate the principles of morality or courtesy or are found to be under the influence of alcohol or another psychotropic or narcotic substance, which endangers the safety, health, or property of third parties or prevents the provision of the Service,
- c. Eligible Persons do not comply with the safety and/or operational rules of the Service,
- d. Eligible Persons intentionally damage the property of the Seller or the person providing the Service.

2.6 The Seller shall—including but not limited to:

- a. provide the specific Service in a timely and efficient manner, in the standard quality, and to the extent, quality, and nature specified in the Order;
- b. provide the Buyer with any and all information and documents related to the Contract and Tour Services including assistance, support, contact address, and Seller's agent phone number that can be contacted by the Buyer to seek help or report a Complaint.
- c. provide the Buyer with a proper invoice or another document allowing the Buyer to pay the Advance and the Price;
- d. inform the Buyer of any changes to the GTC, Complaints Policy, as well as other documents and circumstances necessary to implement the Contract; disclosure of the relevant document and changes thereto through the Website or through the announcement of organizational changes in person is deemed sufficient to meet this duty.

2.7 The Buyer shall pay the Advance and Price by their respective dates and in their full amount.

2.8 Authorized person:

- a. be diligent as to not cause any damage or injury to health, property, or rights of third parties;

- b. follow the instructions of the Seller, Seller's Authorized Agent, or person providing the Service throughout the entire Service and Tour period;
- c. arrive on time at the place of Service;
- d. be held liable for any and all damage caused to the or health or property of the Seller or the person providing the Service.

2.9 If accommodation is included, the Buyer shall—on request—present a payment card and identification document for accommodation-related purposes, pay a security deposit in case of unexpected damage, and store all valuables of a considerable value in a safe. The Buyer shall also reimburse the provider for all costs associated with any Services provided beyond the Contract, as well as any and all costs suffered as a result of unexpected damage to the accommodation provider property.

2.10 In addition to the rights listed in these GTC, the Buyer shall also have the right to:

- a. take part in the Tour to the extent and at the time and for the Price specified in the Contract;
- b. request rectification of any and all failures free of charge related to the Tour or a specific Service thereof that were not caused by the Buyer and that are the responsibility of the Seller under the applicable legislation or that are claimed legitimately by the Buyer through a Complaint procedure;
- c. expect the Seller to comply with its duties set forth herein.

2.11 The rights of the Buyer and Eligible Persons receiving a service during a Tour shall only apply to the times a dates given in the Contract or later amendments agreed by the Parties. 2.11

2.12 For the purpose of this Part, Eligible Persons shall have the same rights as the Buyer.

### **3. Order**

3.1 The Tour is ordered via a Web Form, email, or telephone. By sending an Order, the Buyer expressly confirms to follow these GTC and other Contract Documents, and the Buyer thus represents and warrants that they have reached the age of 18; non-compliance with this provision shall be construed as grounds for rejecting this Order; if the Order is placed by phone, the Seller shall confirm its receipt by sending a Confirmation Email to the Buyer's email address.

3.2 To create and send an Order via a Web Form, it is necessary to create a user account on the Website, whereby the Buyer enters their personal information, contact information, and country of residence. This information is part of the Order and serves to identify the Buyer.

3.3 The Buyer shall state the specific combination of Services in the Order, along with the following:

- a. the number of Eligible Persons to receive the Service;
- b. Service date and time;
- c. other circumstances key to the Contract arrangements or other specifications required by the Seller.

3.4 The number of Eligible Persons shall be equal to or higher than the number of minimum persons specified by the Seller for each Service separately.

3.5 Once the Order is received, the Seller will confirm the receipt and check the availability of the Tour. If the Order is placed by phone, the entire process of checking the availability of the Service will be done by email. The Seller must first read the Order and check if the Service is available. The Seller shall then send a Confirmation Email to the Buyer, the Confirmation Email is always sent, even if the Tour was ordered by phone.

3.6 If the Seller shall communicate any changes and suggestions regarding the Order to the Buyer and will seek consent to these changes from the Buyer, if applicable.

3.7 If the Tour is available according to the information given in the Order or its amendments, the Seller shall send a Confirmation Email to the Buyer containing a clear identification of the Parties, information on the Advance, Price, and payment terms, insurance-related and premiums information; claim conditions of the customer (insurer) contracted by the Seller to insure the Tour, and any and all documents, data, and information required to provide the Service and/or required by law. The Buyer shall read the information thereof of the Confirmation Email; no claims or complaints will be accepted with respect to incorrect information entered by the Buyer, and the Seller will not be held liable for any damages vis-a-vis the Buyer or the Entitled Persons as a result thereof. The Services are always provided on the date or within the period time or period agreed by the Parties.

3.8 The Contract shall enter into effect only when the Advance is paid in full and on time in line with the information given in the Confirmation Email. The Seller will then check the availability of the Tour and confirm the Order if available. The Order and the data specified in the Confirmation Email shall become the Contract the moment they are received; if the Advance, paid on the basis of the Confirmation Email, is only a certain part of the Price, the Buyer shall pay the remaining part of the Price by the date specified in the Confirmation Email or the invoice attached thereto. If the payment is not made by the date specified, the Seller may terminate the Contract and keep the Advance.

3.9 The Seller does not guarantee the availability of the Tour until the Advance is paid.

3.10 The rights and duties specified in the Contract always apply to the Buyer who created and sent the Order, even if the Tour is attended by several Eligible Persons who have not created the Order. These Eligible Persons are entitled to take part in the Tour and to receive the Services related thereto; however, the duty to pay the Price remains solely with the Buyer.

3.11 The Buyer may make changes to the Contract if they are made no later than 31 days before the Tour date. Details are given in Article 6 hereof.

#### **4. RENDERING OF SERVICES**

4.1 The Seller shall provide the Tour and the Services related thereto at the place and time specified in the Contract or agreed mutually by the Parties, together with any and all mandatory safety equipment and accessories related to the Service.

4.2 The Tour will always be provided to the extent, quality, and number of persons specified in the Contract. If a specific Service will be provided in a specific time period, the provision of this Service ends at the time of this time period.

4.3 The Buyer and the Eligible Persons represent and warrant that they act at their own responsibility, danger, and risk of damage or injury to their property or health respectively by starting to use a specific Service of the Tour.

4.4 The Tour or a Service related thereto are deemed provided:

- a. when all Services specified in the Contract have been provided;
- b. when a replacement Service has been provided with a reasonable extent and quantity with regard to the original Tour or a specific Service or when other Service agreed by the Parties has been provided;
- c. on the last date of the Tour or a specific Service;
- d. as a result of absence of Eligible Persons due to reasons not on the part of the Seller;
- e. notwithstanding Section 2.5 hereof,

as a result of absence of an Eligible Person or their refusal to take part in the Tour or receive a specific Service related thereto due to their physical or mental condition causing the inability to provide the Service to the Eligible Person, or as a result a failure to observe Service-related instructions, if applicable.

4.5 If a specific Service of the Tour does not comply with hygiene, safety, or other requirements of the country's laws and regulations, where the Service is being provided, the Seller may terminate the Service and provide the Buyer with the right to receive alternative Service or the right to claim refund of the Price insofar as the Service was not provided; the foregoing is construed as a remediable failure.

4.6 The Seller reserves the right to provide an alternative Tour or other specific Services or amend or terminate the Contract if the Contract cannot be implemented due to Force Majeure. If the Contract is terminated due to the foregoing, the Seller shall refund the Price and any all payments made by the Buyer.

## **5. BILLING & PAYMENT**

5.1 The Advance and the Price are paid by wire transfer, bank transfer, or MasterCard, VISA, PayPal or by other means specified in the Confirmation Email; all payments shall be made in Euro. The Seller shall not be held liable for any and all costs of the Buyer suffered in connection with wire transfer exchange rates or exchange fees.

5.2 The Advance and the Price will be specified in the Confirmation Email and the invoice attached thereto.

5.3 Failure to pay the Price by the payment date will result in the termination of the Contract by the Seller, and the Seller shall be entitled to keep the Advance as a Tour-related handling fee.

5.4 The Price includes only the Services specified in the Contract. Any other additional services not specified in the Contract (extra drinks, food, or other services) must be paid separately directly on site.

## **6. CONTRACT TERMINATION & AMENDMENT**

6.1. The Buyer may withdraw or request an amendment to the Contract no later than 31 days before the date of the Service, in which case the Seller may either accept the request or reject and keep the Advance if the Contract was terminated by the Buyer.

6.2. The Buyer may inform the Seller no later than 31 days before the start of the Tour that another person will take part in the Tour instead of the Buyer ('Replacement'); the Buyer shall attach that person's written confirmation that they agree to abide by the Contract and any and all Tour-related requirements and duties. Any and all expenses incurred by the Buyer in connection with this replacement, as well as the Tour Price shall be borne jointly and severally by the Buyer and their Replacement. The Replacement shall have the same rights and duties as the Buyer.

6.3 If the Contract is terminated or amended within a period shorter than that given in Section 6.1 hereof, the Seller shall have the right to receive the full Price listed in the Contract.

6.4 If the Contract is amended as a result of a mutual agreement of the Parties, the Buyer shall only pay the difference in Price between the amendment and the Contract.

6.5. If the Buyer fails to pay the Price under Section 3.8 by the payment date, and if the Seller made an addition request for payment, the Seller shall have the right to withdraw from the Contract and keep the Advance as a Tour-related handling fee.

## **7. LIABILITY FOR FAILURES**

7.1 The Seller shall be held liable for failure to provide the Service in a good and sound manner if the failure was reported by the Buyer or Eligible Persons at the time of the Service during the Tour.

7.2 If any failures are reported, the Buyer or the Entitled Person shall immediately report them to the person providing the Service or Seller's Agent and request to remedy the situation. The Seller's Agent shall produce a written report on the exercise of the right to remedy a Service failure. The Buyer and Eligible Persons shall refuse to accept failed Services if applicable.

7.3 If the person providing the Service fails to provide a remedy, the Buyer shall have the right to lodge a complaint with the Seller.

7.4 If the Buyer or an Eligible Person uses a failed Service, even through they reported the failure, they waive their right to lodge a complaint, and the Service will be deemed accepted by the Buyer without reservations.

7.5 In case of failures connected with the accommodation, the Buyer is recommended to lodge a Complaint with the accommodation provider directly.

7.6 Subjective evaluation or personal preferences of the Buyer or Eligible Persons shall not be construed as Service failures.

7.7 Complaint lodging and handling are covered in Section 8 of the Complaint Policy.

## **8. COMPLAINT POLICY**

8.1. The Buyer may lodge a Complaint if failures occur during the Service provision.

8.2 The Buyer may lodge a Complaint with the Seller through mail, email, or phone. In order to handle a Complaint by the Seller, it shall be lodged with the Seller within three (3) months from the last date of the Tour, along with the written report described in Section 7.2; failure to meet this requirement will render the Complaint unfounded.

8.3 The Complaint must contain, inter alia, Buyer's identification, specification of the Service under complaint, failure description, the written report under Section 7.2, and the type of compensation requested. Otherwise, the Seller will reject the Complaint as unfounded.

8.4 If the failure has been established, the Buyer may—taking the nature of the failure into account—seek refund of a proportional amount of the Price equal to the extent of the failure, seek a reasonable Price discount, or request to receive an alternative Service (Complaint resolution method).

8.5 The Seller shall resolve Complaints at its sole discretion. If the Complaint is not resolved within 30 days of its receipt, the Buyer may contact relevant consumer protection authorities; the Seller shall provide the Buyer with a proof of Complaint.

8.6. As a result of entering into the Contract, the Buyer represents and warrants that they have read the Complaint Policy, understood its provisions, and agree to abide by the terms thereof.

## **Part III**

### **COMMON AND FINAL PROVISIONS**

1.1 In connection with the Contract, the Buyer may contact the Seller via the electronic contact form, phone, or email listed on the Website.

1.2 The Seller shall communicate any and all Contract-related changes to the Buyer.

1.3 The Buyer may communicate to the Seller any remedy requests if they are not satisfied with the way the Seller has handled their Complaint or if they think that the Seller has violated their rights. Notwithstanding other Buyer's options to take court action, the Buyer may file an application for ADR with the ADR organization if the Seller has rejected the Buyer's remedy request under the previous sentence or has failed to respond to the request within 30 (thirty) days of receipt.

The ADR applications may also be filed through the ADR Consumer Platform at <https://webgate.ec.europa.eu/odr/main/?event=main.home.show>.

Any requests, complaints, and claims of the Buyer can be sent to the mailing address given in the Recitals hereof and to the Seller's email address.

1.4 Legal relations between the Seller and the Buyer shall be governed by these GTC, Contract, Order, Prices applicable on the date of the Contract, other Contract Documents, and Slovak legislation in force.

1.5 These GTC are effective from the date they are published by the Seller. These GTC are published on the Website. The Seller reserves the right to cancel, change, modify, and replace these GTC, at its sole discretion, provided that the Contracts made before that date shall remain to be governed by the previous GTC that applied at that time.

1.6 Before collecting any personal data from the Data Subject, the Controller shall provide the Data Subject with information in line with the Privacy Act by a separate document entitled 'Privacy Notice' disclosed on the Website [www.neverhappened.eu](http://www.neverhappened.eu).

1.7 Should any provisions hereof render invalid, ineffective, or unenforceable to a specific extent, other provisions that are not affected by that shall remain valid, effective, and enforceable. In such a cause, the Seller will replace any such provision with a valid, effective, and enforceable provision matching the legal and economic intent and purpose of the previous provision and inherent and explicit principles stated hereof as close as possible.

1.8 These GTC, together with other Contract Documents, are an integral part of the Contract. By signing the Contract, the Buyer agrees to abide by these GTC and all Contract Documents.

1.9 The Seller's Supervisory Authority is:

Slovak Trade Inspection Inspectorate for the Bratislava Region.

Supervisory Dpt/Unit

Bajkalská 21/A

820 07 Bratislava 27

Slovak Republic.

The English version hereof shall prevail over the Slovak version should any legal disputes arise between the Parties.