



**International Sporting Travel**  
**POLSKA Sp. z o.o.**

INTERNATIONAL SPORTING TRAVEL POLSKA Spółka z o.o.

Trzebiechów 8, 66-614 Maszewo; Phone +48 502 205 703

www. ist-polska.pl e-mail: contact@ist-polska.pl

Tourism organizer and tourist intermediaries in the Register of the Marshal of the Lubuskie Voivodeship under the number: 05625

## APPLICATION CONTRACT No ...../2024

(completed by IST Polska)

<b>Event name/venue:</b>
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<b>Event date:</b>	
<b>From</b>	<b>To</b>

### DETAILS OF THE REPORTING PERSON

(completed by the Client)

<b>FIRST NAME AND LAST NAME</b>		<b>PHONE NUMBER</b>	
<b>CORRESPONDENCE ADDRESS</b>		<b>E-MAIL ADDRESS</b>	
<b>ID CARD OR PASSPORT NUMBER</b>		<b>DATE OF BIRTH</b>	

**I. DATA OF ALL PARTICIPANTS (completed by the Client)**

<b>No</b>	<b>Participant's name and surname</b>	<b>Address</b>	<b>Date of birth</b>	<b>ID Card / passport number</b>	<b>Expiration date</b>
1.					
2.					
3.					
4.					
5.					
6.					

**II. EVENT AND INSURANCE PRICE (completed by IST Polska)**

**Unit price of the event:**

<b>Adult -</b>		<b>Includes:</b>	
<b>Child</b>		<b>Includes:</b>	

<b>Travel insurance, including COVID-19 (T&amp;C attached)</b>	Maximum variant: -KL: EUR 20,000 or EUR 40,000 -NNW: EUR 2,000 or EUR 4,000 - Luggage: EUR 200 or EUR 400	
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<b>Insurance against costs of cancellation of participation in the event (KRIT)</b>	<b>YES</b>	<b>3% or 4% of the total event price</b>
	<b>NO</b>	

**III. RECEIVABLES (completed by IST Polska)**

<b>Participant</b>	<b>Unit price for the event</b>	<b>Travel Insurance</b>	<b>Insurance against costs of cancellation</b>	<b>Total amount due from the participant</b>
-Adult				
-child				
Total price of the event for all participants:				

**IV. PAYMENTS (completed by IST Polska):**

<b>I PAYMENT</b>	Payable on the day of conclusion of the contract	
<b>II PAYMENT</b>	Payable 30 days before departure	
Bank account number in PKO BP		<b>Euro account: 76 1020 5402 0000 0602 0372 6205</b> <b>PLN account: 49 1020 5402 0000 0702 0336 2407</b> (Transfer title: contract number and name and surname of the reporting person)

**I have read the terms of participation and the offer presented**

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**Place**

**Date**

**Signature of the client (reporting person)**

**Signature of IST Polska**

## REQUIRED CLIENTS' CONSENTS

The Organizer informs that the participants' personal data specified in the Contract are collected by IST Polska to the extent necessary to conclude and implement the tourist event contract and the insurance contract.

- |  |     |     |
|--|-----|-----|
| 1. The applicant declares, on behalf of himself/herself and the participants of the tourist event to whom he/she makes payments for the tourist event, that he/she received the General Terms and Conditions of Travel Insurance of WIENER TU S.A. before concluding this contract. and with the remaining terms and conditions of the insurance contract (including insurance against costs of cancellation of the tourist event), which will be applied after the Organizer concludes the insurance contract for itself and for the benefit of these participants, and declares on its own behalf and on behalf of these participants that it accepts these insurance conditions.  | YES | NON |
| 2. The applicant declares on behalf of himself/ herself and the participants of the tourist event to whom he/she makes payments for the tourist event that, before concluding this contract, he/she received information about the principles of personal data processing by WIENER TU S.A. being the administrator of his/her personal data and data of persons provided in the insurance application, which will process this data in order to conclude and perform the insurance contract on his/her account and on the account of the above-mentioned people. He/she provides these data voluntarily, but acknowledges that failure to provide them will make it impossible to conclude an insurance contract on her/his account on the above mentioned people. He/she has the right to access and modify data and the right to object to the processing of personal data. | YES | NON |
| 3. The reporting person declares that he/she consents to IST Polska transferring his/ her personal data for the purposes indicated above to the recipients of personal data mentioned above and that all data provided in the contract is current and true.  | YES | NON |
| 4. The applicant declares that he/she has read the regulations and conditions of participation in tourist events organized by IST Polska (attached to this contract) and fully accepts them, as well as the content of this agreement, the detailed program of the event attached and the listed services included in the price. He/she also undertakes to settle the amount due for their participation within the period specified in the contract.  | YES | NON |
| 5. The reporting person is aware that IST Polska has no influence on the current restrictions related to the pandemic and cannot guarantee that none of the event participants is a carrier of the SARS CoV 2 virus or its mutations.  | YES | NON |
| 6. The reporting person declares that on behalf of himself/herself and the above-mentioned people IST Polska provided them with: <ul style="list-style-type: none"><li>• general information on applicable passport, visa and sanitary regulations, in particular on waiting times for the issuance of passports and visas,</li><li>• information about health requirements for participation in a tourist event,</li><li>• information on the possibility of concluding an insurance contract against the costs of canceling participation in a tourist event and on the scope of insurance against the consequences of accidents and medical expenses.</li></ul>   |     |     |

Date and signature of IST Polska

Date and signature of the reporting person

## **Conditions of participation in events organized by the International Sporting Travel Polska Sp. Office. z o. o.**

1. The organizer of the events is the International Sporting Travel Polska Sp. Travel Agency. z o. o. hereinafter referred to as IST Polska, with NIP 113 01 01 875, REGON 01083.2359, operating on the basis of an entry in the Register of Tour Operators and Tourist Intermediaries of the Lubuskie Voivodeship No. 05625 and an insurance guarantee of the Tour Operator in WIENER TU S.A.
2. The conclusion of an agreement with the IST Polska Office on participation in a tourist event takes place when the Participant signs the "Application Contract" and pays an advance payment or the entire remuneration for participation in the tourist event. The application-contract must be sent by e-mail and becomes legally binding upon signing by the IST Polska office. The application form must include all data: name and surname, date of birth, telephone number, e-mail address and other data. Incorrectly provided data may result in financial charges being imposed on the contractors of the IST Polska Travel Agency (e.g. paid change of name and surname imposed by the airlines). The IST Polska office is not responsible for incorrectly completed forms. The person making the reservation (signing the Application Contract) assumes responsibility for paying the full amount of the price of the tourist event according to the data listed in the booking confirmation (Application Contract). The person making the reservation accepts the data processing policy and consents to the publication of his or her image in travel materials, unless he or she decides otherwise and reports it to the organizer during the trip or before its commencement.
3. By signing the "Application Contract", the Participant pays an advance payment of not less than 30% of the event price. The remaining amount, unless otherwise specified in the "Application Contract", must be paid 30 days before the start date of the event. If the registration is made less than 30 days before the start of the event, the Participant pays 100% of the fee.
4. Before the start of the Tourist Event, the IST Polska Office provides the Traveler with the necessary documents, in particular receipts, vouchers and tickets, as well as information about the planned departure time, as well as the planned times of intermediate stops, transport connections and arrival.
5. The tourist event is attended by the Traveler concluding the contract and/or other persons mentioned by him/her in the "Agreement Contract".
6. Any change of the purchased tourist event by the Client requires a declaration submitted in documentary form under pain of nullity. Such a declaration should be submitted by e-mail to [contact@ist-polska.pl](mailto:contact@ist-polska.pl). An event participant who, after paying an advance payment or the entire amount, wants to make changes to the date, destination, participants, etc., is obliged to inform the IST Polska Office about this fact as soon as possible. However, the IST Polska office has the right to charge a handling fee in this situation. A Client wishing to transfer the event to another person who meets all the conditions for participation in the event does not incur additional fees, provided that the change does not involve fees beyond the control of the IST Polska Office. The transfer can only take place if the IST Polska Office is notified sufficiently in advance before the departure date. When transferring an event from person to person, both clients are jointly and severally liable for the payment of the event price. When changing the person leaving, the Client is obliged to send the name and surname and date of birth of the new Participant.
7. Registration of the participation of a minor requires confirmation of his/her participation by his/her legal guardian (in special cases, the consent of both guardians may be required by providing their personal data and signing).
8. Parents or legal guardians are responsible for damage caused by minors during the tourist event.

## **Terms of payment.**

1. All prices are individually agreed, including VAT. The price of the Tourist Package is determined on the basis of applicable tariffs, fee prices and exchange rates. The price of the tourist event does not include the costs of obtaining a passport, visa, vaccinations or additional insurance, and the responsibility for obtaining them rests with the Traveler.
  2. The Traveler is obliged to pay an advance payment or the entire price for participation in the tourist event within 48 hours of receiving an e-mail confirming the reservation from the IST Polska Office. When booking less than 21 days before the start date of the Tourist Event, the Traveler must pay the full amount of the price on the same day and send confirmation of payment by e-mail to the IST Polska Office. After the above-mentioned deadlines have expired without effect, the reservation will be canceled.
  3. The IST Polska Office reserves the right to terminate the Agreement with a Traveler whose payments are not transferred to the bank account of the IST Polska Office within the deadlines indicated above.
  4. In the case of a tourist package, the price of which is given in currencies other than Polish, the price is converted into PLN according to the exchange rate of the specified currency at the National Bank of Poland (money-sale) on the date of payment of the full amount.
  5. All refunds will be transferred to the bank account specified in the "Application Contract".
  6. The Traveler booking a tourist package (the first person mentioned in the "Application Contract") assumes responsibility for paying the entire price of the tourist package for all persons mentioned in the Application-Contract, in such a way that the traveler booking a tourist event is obliged to payment of the price or other fees due for the implementation of the tourist event, and is also responsible for providing the IST Polska Office on behalf of these persons with information and declarations related to the tourist event.
  7. At the IST Travel Agency you can choose from the following payment methods:
    - Bank transfer,
    - cash payment.
- payment by bank transfer  
The transfer must be made within the time specified by the IST Polska Travel Agency. In the case of last minute offers, please make the payment immediately and send confirmation to the office by e-mail [contact@ist-polska.pl](mailto:contact@ist-polska.pl).

Transfers should be made to the account:

Euro account: 76 1020 5402 0000 0602 0372 6205

PLN account: 49 1020 5402 0000 0702 0336 2407

The transfer should include the reservation number, name and surname, place of departure and departure date.

After making the payment, please send confirmation of payment to the office by e-mail to [contact@ist-polska.pl](mailto:contact@ist-polska.pl)

- cash payment Cash payments can be made at the office.

## **Changes and cancellation of the event before departure**

### **1. Due to circumstances attributable to the Travel Agency:**

The IST Polska Travel Agency is obliged to notify the Client about all significant changes to the terms of the contract and their consequences immediately after receiving information on this subject. The Client should, no later than 48 hours after receiving information in this regard, inform the IST Polska Office by e-mail whether he accepts the proposed change or withdraws from the contract. The deadline for the Client to cancel after the changes introduced by the IST Polska Office is specified by the IST Polska Office in an e-mail to participants. After the indicated time, and regardless of the situation regarding changes proposed to clients by the IST Polska Office, the IST Polska Office has the right to cancel the tourist event or change its date. The IST Polska office also has the right to change the scope of services it proposes in the original version. The Client can only accept or reject the proposed changes, which is tantamount to resigning from participation in the tourist event. Clients who have made a reservation must be notified of the cancellation or change as early as possible before the planned departure, not later than the relevant dates specified in the Tourist Services Act. A Client who, after receiving information about changes to the terms of the contract, agrees to them by participating in the event, is not entitled to compensation or complaint claims due to these changes. The commercial offer sent to the client is not a document confirming the price and scope of services. It may change. Confirmation of the benefits and scope of services is the contract sent to the client - application with details of the tourist event, and the program attached by e-mail. In the event of changes, the confirmation document is the content of the e-mail and the updated trip program.

### **2. Due to circumstances attributable to the Client:**

Any change of the purchased tourist event by the Client requires a declaration in documentary form under pain of nullity. Such a declaration should be submitted by e-mail to [contact@ist-polska.pl](mailto:contact@ist-polska.pl). An event participant who, after paying an advance payment or the entire price of the event, wants to make changes to the date, destination, participants, etc., is obliged to inform the IST Polska Office within 48 hours since their announcement of this fact. However, the IST Polska office has the right to charge a handling fee in this situation. No fees are payable by the client who wishes to transfer the event to another person who meets all the conditions for participation in the event, provided that the change does not involve any fees beyond the control of the IST Polska Office. The transfer can only take place if the IST Polska Office is notified sufficiently in advance before the departure date. The notification must be made immediately after the Client decides to change the participant. The client may notify the IST Polska Office about the change of participant until the official travel list is closed by the IST Polska Office. When transferring an event from person to person, both clients are jointly and severally liable for the payment of the event price. The IST Polska office has the right to charge the Client for the costs incurred in connection with the preparations already made to organize a tourist event from which the Client cancels. These costs also include the creation of a free place in the tourist event after cancellation and the resulting reduced margin of the IST Polska Office. In special cases considered individually by the Office, the IST Polska Office may waive the fee. When changing the departing person, the client is obliged to send the name and surname and date of birth of the new participant.



### **3. Cancellation of the tourist event by the client**

The Client's cancellation of the purchased tourist event requires a declaration in documentary form under pain of nullity. Such a declaration should be submitted by e-mail. If the Client resigns from participating in a tourist event or if he does not start the tourist event for reasons beyond the control of the IST Polska Office, the Client is entitled to a refund of the amount paid after deducting by the IST Polska Office an amount equivalent to the actual costs incurred by IST Polska caused by this resignation and the planned income in the amount of not lower than that specified further in this point of the Terms of Participation. If the Client does not start the tourist event for reasons beyond the control of the IST Polska Office, without first submitting a resignation or without informing the IST Polska Office about his intentions regarding the event which he did not start, his reservation for the trip in question will be deleted in the reservation system. In the event of failure to pay for the reservation within the time required in the concluded contract, the IST Polska Office also has the right to charge a handling fee or deduct regulatory costs. Internal statutory costs related to cancellations and historically average deduction costs - relative to the total value of the concluded contract - are as follows:

- up to 40 days before the departure date – fixed handling fee of PLN 500/person.
- from 39 to 31 days before the departure date – 20% of the event price,
- from 30 to 21 days before the departure date – 30% of the event price,
- from 20 to 14 days before the departure date – 50% of the event price,
- from 13 to 8 days before the departure date – 75% of the event price,
- from 7 to 1 day before the departure date – 100% of the event price.

The IST Polska Office has the right to calculate the final costs incurred only after the end date of the trip which the Client did not use. The deduction amount may be lower or higher than indicated above and depends on the circumstances and calculations of IST Polska. The IST Polska office may make a refund to the client after estimating the lost margin and personnel costs incurred for contractors for whom it is not possible to recover the costs already incurred. In the case of this type of deductions, the IST Polska Office is obliged, at the client's request, to provide justification confirming the validity of the deduction. If one of the two people participating in the event resigns, the other person traveling alone is obliged to pay, before departure, a fee corresponding to the supplement for a single room, or to accept the accommodation conditions (free of charge). The costs of changes (date, participant, etc.) and cancellation charged by the IST Polska Office will depend on the costs charged by IST Polska's contractors and will involve office costs related to handling the reservation. Before confirming the change/resignation, please contact the IST Polska Office to obtain information on any possible costs resulting from this. In the case of tourist events for which the price of the advance payment or the total payment is lower than the handling fee, the IST Polska Office has the right to deduct the entire amount.

### **Travelers Insurance and additional insurances**

1. The insurance concluded by the IST Polska Office for the Traveler is basic, therefore the Traveler should take out additional insurance if necessary. Therefore, we suggest that the Traveler purchase additional insurance at his/her own discretion. The insurer is directly responsible for the provision of

benefits under Travel Insurance. The IST Polska office does not mediate in the payment of compensation and has no influence on the insurer's decision on the amount of compensation or its refusal.

2. Mandatory insurance covers Medical Costs, Accidents and Travel Luggage. It is possible to purchase additional insurance against Chronic Diseases upon special request and against cancellation costs, also upon special request.
3. The IST Polska office has, in accordance with Art. 7 section 1 and section 2 of the Act on Tourist Events, financial security in the form of an insurance guarantee issued by WIENER TU S.A.

### **Complaints**

1. Any complaints regarding the quality of the services provided should be submitted in writing within 30 days from the end of the event.
2. The Client's claims related to Non-Conformity expire after 3 years.
3. Damage to or loss of luggage resulting from air transport should be reported immediately after being discovered in the arrivals hall, using the reporting form of the given airline.

### **Final Provisions**

1. In matters not regulated by the provisions of these Regulations, the provisions of the Civil Code shall apply.
2. The IST Polska Travel Agency is not liable for damages incurred by persons using the services provided by the IST Polska Travel Agency in connection with the cancellation of a tourist event caused by force majeure within the meaning of the provisions of the Civil Code, as well as for reasons beyond the control of the IST Polska Travel Agency. Poland, in particular the strike of airline workers, airport workers, etc.
3. By using the services provided by the IST Polska Travel Agency, you declare that all provisions of these Regulations are clear and understandable to you and that you accept all provisions of these Regulations without any comments.
4. The parties will settle any disputes amicably.
5. In special cases not included in the "Application contract" and conditions of participation in accordance with the Act of November 24, 2017 on tourist events and related tourist services (consolidated text: Journal of Laws of 2023, item 2211), the provisions of the Code shall apply civil.

Date and signature of the reporting person

Date and signature of the person representing IST POLSKA

### **STATEMENT**

"I declare for myself and for other participants of the tourist event, on whose behalf I make payments for the tourist event, that before concluding the contract for participation in the tourist event, I received the General Terms and Conditions of Tourist Trip Insurance "Insured in Travel",

approved by the resolution of the Management Board of Wiener TU S.A. No. 131/21 of October 7, 2021, together with Annex No. 1 to the General Insurance Conditions of Wiener TU S.A. Vienna Insurance Group for tourist trips "Insured while traveling", approved by Resolution of the Management Board No. 55/22 of May 17, 2022, together with information about the "Travel Insured" insurance product from Wiener TU S.A. and General Terms and Conditions of Insurance for the Costs of Resignation from Participation in a Tourist Event or Early Return to the Republic of Poland, Ticket Cancellation Costs or Accommodation Cancellation Costs Approved by a Resolution of the Management Board Wiener TU S.A. No. 132/21 of October 7, 2021, together with Annex No. 1 to the General Terms and Conditions of Insurance for the costs of resignation from participation in a Tourist Event or early return to the Republic of Poland and the costs of ticket cancellation, costs of accommodation cancellation approved by the resolution of the Management Board of Wiener TU S.A. No. 106/22 of September 19, 2022, constituting an annex to this agreement.

Date and signature of the reporting person

Date and signature of the person representing IST POLSKA