

## **TERMS AND CONDITIONS**

These terms and conditions set out the terms on which Nightlife On Fire agrees to conclude the contract with the Customer and provide to the Customer a broker service, providing reservations for accommodation and where applicable, another travel arrangements. By completing and sending the Reservation form the Customer agrees and he/she is affirmatively stating that he/she have carefully read and understand the terms set forth in this agreement and he/she agrees to be bound by the terms of this agreement.

### **1. DEFINITIONS**

1.1 Nightlife On Fire means VOX Travel, s r.o., the company incorporated under the Act no. 513/1991 Coll., Commercial Code in Czech rep. (registered number 276 40 639) and having its registered office at Žitná 49, 110 00 Prague 1. As appropriate Nightlife On Fire also means the following companies: VOX spol. s r.o., Miletičova 21, Bratislava 821 08, ID number: 35 806 508 registered at the District court Bratislava I., Section: Sro, insert: 23537/B and EASTERN EUROPE TOURS spol. s r.o., Miletičova 21, Bratislava 821 08, ID number: 35 937 807 registered at the District court Bratislava I., Section: Sro, insert: 36231/B

1.2 Customer means a person (natural or legal) using the services of VOX. In case the Customer is a natural person it has to be an adult according to the law of the Slovak and Czech republic (18 years of age) and according to the law of its home country.

1.3 Group means the organized group of Customers, represented by Leader.

1.4 Leader (leader of the Group) means a person (natural or legal) making the reservation on behalf of Customers organized into the Group. The Leader is responsible for communication between Nightlife On Fire and the Group members.

1.5 Activity means a social event arranged by Nightlife On Fire. It doesn't include the accommodation.

1.6 Service means an accommodation, transportation, Activity or other travel arrangements facilitated by Nightlife On Fire, without specific distinction.

1.7 Package means the prearranged combination of accommodation, Activities and transportation.

1.8 Reservation form is the electronic sheet operated on the web page of Nightlife On Fire. Its submission to the Nightlife On Fire means a contractual offer with all legal consequences. In the case when Customer or Leader is a legal person, it has to be signed by a person authorized to act on its behalf.

1.9 Supplier means a person or persons providing the Services or their agents or employees.

Words denoting the singular include also the plural.

## **2. CONCLUSION OF THE CONTRACT**

2.1 This agreement is effective and shall come into force when Nightlife On Fire (any of the companies described under definitions in Article 1.1) announces the Customer about acceptance of the Reservation form by e-mail, unless specified otherwise or unless different arrangements are agreed upon in a specific case.

2.2 The confirmation e-mail shall include the detailed information and documentation relevant to the Customer's order, the price calculation and the term in which the payment is due. The Customer shall check out all the details of the order as described in the confirmation e-mail, because the late complaints shall not be taken into consideration and Nightlife On Fire is not liable for any loss or damage arising from the negligence of the Customer. 2.3 Availability of the Customer's order is not guaranteed until he/she receives the price calculated in the confirmation e-mail.

2.4 If the price is not paid in the term set fourth in the confirmation e-mail, Nightlife On Fire reserves the right to cancel Customer's travel arrangements and to withdraw from the contract.

2.5 Whereas all Services and Activities are provided by Nightlife On Fire's Suppliers, Nightlife On Fire is not responsible for its actual availability. Only upon receiving the payment from the Customer, Nightlife On Fire shall confirm all the relevant bookings with the Suppliers.

2.6 In the case when Nightlife On Fire is unable to make arrangements as ordered by Customer in the Reservation form, it would inform the Customer immediately and offer him alternative arrangements. Whereas the substantial change of the Customer's order would occur and it would also affect the price, the contract is concluded in such a case only upon payment of the price, which means the Customer's consent with the change of the order.

2.7 Nightlife On Fire does however reserve the right to make minor changes of the arrangements set fourth in the Customer's order, provided that this would not affect the price and the quality of the Services and will inform Customer as soon as possible of any such changes (this would mean e.g. the change of the Supplier or time schedule).

2.8 Nightlife On Fire also reserves the right to change or to cancel the Service in a case it should not comply (by the fault of the Supplier) the safety, hygienic or other standards required by Czech or Slovak legislature. In such a case Article 2.6. shall apply appropriately and/or Nightlife On Fire shall reimburse the relevant portion of the price to the Customer.

2.9 Upon the acceptance of these terms and conditions the Customer is also obligated to follow terms and conditions of Nightlife On Fire's Suppliers when using the Services or participating on the Activities.

## **3. SAFETY**

3.1 Nightlife On Fire shall provide the Customer by all necessary safety equipment if the usage of such safety equipment is required by Czech or Slovak legislature or recommended by Supplier.

3.2 The Customer hereby confirms that he/she will observe all safety instructions and legal regulations provided by Nightlife On Fire or the Supplier.

3.3 Nightlife On Fire is not liable for any loss or damage arising from the negligence of the Customer, breach of the Article 3.2 or any other misuse of the Service caused by the Customer.

3.4 Nightlife On Fire also reserves the right to cancel the performance of the Service because of substantial breach of the Article 3.2 or exclude any persons from Service in the case they do not observe relevant safety instructions and/or legal regulations without the right for indemnity.

#### **4. LIABILITY**

4.1 Whereas Nightlife On Fire is a brokerage company, it has no liability for any legal and/or factual aspect of the Service ordered by Customer, except of that arising from booking and it excludes the liability for any loss or damage, personal injury, harm or death, which results from the Service or which is in connection with the Service, except of that, which may be imposed by law of Czech republic or Slovak republic.

4.2 Whereas all Services are provided by Nightlife On Fire's Suppliers, Nightlife On Fire does not provide the assurance that they are maintained or operated in the manner as presented by the Supplier or in compliance with safety, hygienic or other standards required by Slovak or Czech legislature. Therefore Nightlife On Fire excludes any liability for a false representation or breach of implied warranties of any kind and does not accept liability for any loss or harm arising thereof. However, Article 2.8. shall apply in the case when Nightlife On Fire finds out such circumstances.

4.3 Nightlife On Fire also excludes any liability for an act of omission beyond its control or an influence of force major.

4.4 The liability of Nightlife On Fire is also included in articles 2.3., 2.5., 3.3., 6.1. and 9.2. of these terms and conditions.

#### **5. INSURANCE**

5.1 Nightlife On Fire does not provide any insurance. Therefore it is the responsibility of the Customer to insure himself properly in dependence on a sort of planned activities and especially in respect to the ordered Services. Nightlife On Fire reserves the right to cancel this contract or particular Service without refund or the right for an indemnity in case the Customer is not insured to cover all risks arising or associated with this contract, Service or Activity in particular (note: some of the Activities are qualified by insurance agencies as risky or highly risky).

#### **6. ACCOMMODATION**

6.1 Nightlife On Fire is not liable for any loss or damage related neither to the accommodation, nor for the availability and conditions of the accommodation itself. The Customer agrees to settle with the hotel management any extraordinary expenses arising from specific hotel services or damage (including loss) on the hotel property. It should be required

to submit on request of the hotel management a valid credit card with authorization to the payments mentioned above. If the Customer does not provide such an authority, Nightlife On Fire reserves the right to cancel the booking and the Customer may not be granted permission to use the hotel services.

6.2 The Customer should deposit to the hotel safe/security box all credentials, jewelry or any other valuable property.

6.3 The Customer is obligated to follow the terms and conditions of the accommodation valid in the particular hotel.

## **7. PRICE**

7.1 The price submitted to the Customer by Nightlife On Fire is fixed.

7.2 In the case of price changes on the side of Suppliers, the Customer shall pay the price valid at the time of reservation.

7.3 The Customer is obliged to pay the deposit as described in the Article 8.

7.4 The price of each activity, regardless it was booked in the package, consists of the elements described under each activity on Nightlife On Fire's web page. Unless presented otherwise, the price does not include food and beverages.

## **8. DEPOSIT**

8.1 The Deposit is non-refundable, with the exception set forth in Article 15.

8.2 Unless otherwise agreed, the Customer is obliged to pay the Deposit in the minimum amount of 25% of the total price. In case of reservation made for the Group, the total price shall mean the price of the whole Group reservation.

8.3 In case of partial cancellation of the Group reservation (change of number of participants), the relevant share of the Deposit paid by the Group (calculated on per capita basis) is to be considered forfeited in favour of Nightlife On Fire.

8.4 The Customer shall be provided with the exact information of the total price calculation and the amount of the deposit in the confirmation email. The information shall also contain the due date determined for the payment of the deposit.

## **9. PAYMENT AND INVOICE**

9.1 Nightlife On Fire accepts payment by VISA or MASTERCARD through the CardPay service provided by Tatra Banka a.s. The payment shall be settled in EUR or GBP.

9.2 Nightlife On Fire is not responsible for the differences in exchange rates, fees related to the transactions or other expenses related to the monetary transactions unless specified differently.

9.3 Upon receipt of the deposit and prior to the arrival of the Customer, Nightlife On Fire shall send to the Customer a voucher containing the information about the travel arrangements that serves also as a confirmation of the Customer's payment.

9.4 The Customer shall pay the difference between the deposit and the total price upon arrival, providing that he did not pay the total price instead of deposit. The payment shall be settled with the authorized person and the Customer shall obtain the invoice issued on the total price.

## **10. AMENDMENTS**

10.1 Nightlife On Fire does not charge any fees for changes and amendments of the travel arrangements, unless they are made 31 or more days before the arrival of the Customer. 10.2 The changes or amendments, which are made less than seven days before the arrival of the Customer, are considered as cancellation.

10.3 Amendments shall be made only in writing.

10.4 In the case when changes or amendments are made, the total price shall be modified according to the new travel arrangements.

10.5 In the case when Nightlife On Fire is unable to change the travel arrangements after Customer's reservation according to the new requirements of the Customer and the Customer doesn't accept the original travel arrangements, Nightlife On Fire is entitled to cancel the whole order. When this occurs, Article 11.2. shall apply.

## **11. CANCELLATION**

11.1 The Customer has the right to cancel travel arrangements at any time by a written notice.

11.2 When cancellation occurs more than 31 days before the arrival of the Customer, Nightlife On Fire is entitled to charge cancellation fee in amount equal to the amount of the deposit. In case the cancellation occurs less than 31 days before the arrival of the Customer, Nightlife On Fire is entitled to charge cancellation fee in amount equal to the 100% of the total price. This applies equally to the Group cancellations or individual cancellations concerning the Group member.

## **12. LATE ARRIVALS AND DELAYS**

12.1 Nightlife On Fire reserves the right to cancel services without refund in case of late arrival or absence of the Customer.

## **13. AMENDMENTS AND CANCELLATIONS MADE BY NIGHTLIFE ON FIRE**

13.1 If the Customer does not pay the deposit for travel arrangements in due date specified in confirmation e-mail or in the case of unavailability of required service, Nightlife On Fire reserves the right to cancel Customer's bookings.

13.2 Nightlife On Fire also reserves the right to amend or cancel Customer's travel arrangements in case of force majeure, which include war, threat of war, riots, civil strike, terrorist activity, natural or nuclear disasters, fire and other similar circumstances beyond

Nightlife On Fire's control. In such a case, Nightlife On Fire shall return all payments made by Customer, including the deposit.

13.3 Nightlife On Fire in addition reserves the right to end or cancel the Service in case the behavior of the Customer or the Group is likely in the opinion of Nightlife On Fire or its Suppliers to cause distress, damage, danger to or to annoy other Customers, employees, property or anyone else. If the Group is prevented from participation on the Service because any person in authority considers any member of the Group appears to be unfit to participate or likely to cause discomfort to or disturb other Customers or anyone else, Nightlife On Fire will not be liable to complete the program arrangements of the Service and will subsequently not be liable for any refund, compensation or any other costs incurred by the Group members. Nightlife On Fire cannot accept liability for the behavior of the Customers or the third persons in the accommodation facilities and/or taking part in any Activity and/or Service and/or if any facilities or services are removed as a result of their action. Such cases remain completely at the civil or criminal responsibility of the persons involved.

13.4 Nightlife On Fire shall cancel the travel arrangements of the Customer without refund in case the Customer fail to provide the proper insurance in dependence on sort of planned activities.

13.5 Nightlife On Fire shall also amend or cancel Customer's travel arrangements in case the Customer's health conditions may affect his/her or others well-being negatively or Nightlife On Fire considers any of the Services too dangerous or inappropriate. In that case, the provisions of Article 10.4. and 11.2. shall apply appropriately.

13.6 The right of Nightlife On Fire to amend, change or cancel the travel arrangements of the Customer is also included in Articles 2.7., 2.8., 3.4., 5.1., 6.1., and 10.5. of these terms and conditions.

## **14. GENERAL OBLIGATIONS OF THE PARTIES**

14.1 The Customer is obliged to pay the price as agreed, to follow the instructions of its guide or instructor, to indemnify all induced damages and to arrive in time to the specified place for starting the ordered holiday properly.

14.2 Nightlife On Fire is obliged to facilitate the Services as agreed, in defined and agreed standards. Nightlife On Fire is also obliged to provide Customer with all necessary documentation and information for the respective travel arrangements.

## **15. CLAIMS AND COMPLAINTS**

15.1 Customer is supposed to solve the claims and complaints in respect to the specific Services with the relevant Supplier. In case the Customer is unable to do so from the reasons of objective nature, the claims and complaints should be submitted to the Supplier by means of Nightlife On Fire, either using the phone number +421 902 717 899 or in writing to the e-mail address info@voxtravel.com or to the mail address of Nightlife On Fire. The claims and complaints shall indicate all the relevant information.

15.2 Nightlife On Fire shall inform the Customer about its claim resolution not later than 30 days from the submission of the claim to Nightlife On Fire.

## **16. PRIVACY POLICY**

16.1 Nightlife On Fire saves Customer's personal data according to the slovak Act No. 122/2013 Coll., Personal Data Protection Act and the Czech Act No. 101/2000 Coll., Personal Data Protection Act

16.2 The Customer agrees that it should be used for the marketing purposes; however Nightlife On Fire is not entitled to provide them to any third party except of cases when it is necessary for delivering the Services.

16.3 The Customer is entitled to ask for his/her personal data and for its change or deletion.

Thank You!  
Nightlife On Fire