

Terms and Conditions for the Provision of Tourist Services by the Agent – Zuri Sun Travel

§ 1. General Provisions

1. These Terms and Conditions define the rules for the provision of services by Zuri Sun Travel, acting as a travel agent (hereinafter: the “Agent”), serving as an intermediary between the Client (hereinafter: the “Client”) and providers of tourist services, such as hotels, local tour operators, transport companies, and other contractors operating at the destination.
2. The Agent operates in accordance with the laws of the Republic of Poland, in particular the Act of 24 November 2017 on tourist events and related tourist services.
3. The Agent is not a tour operator within the meaning of the aforementioned Act and shall not be held responsible for the performance of services provided by third parties.

§ 2. Definitions

1. **Travel Agent** – the owner of Zuri Sun Travel, acting as an intermediary in the sale of tourist services.
2. **Client** – a person using the services of the travel agent to book trips, vacations, or other tourist services.
3. **Booking Confirmation** – a document provided to the Client by the Agent (Zuri Sun Travel) confirming the reservation of a tourist service with the Organizer. The confirmation contains detailed information about the tourist event and participant details. Once accepted and signed by the Client, the confirmation becomes the basis for the service’s provision and is legally binding for both parties.

§ 3. Scope of Activities

1. The Agent provides intermediary services in the following areas:
 - booking accommodations in hotels, guesthouses, villas, and other lodging facilities,
 - selling local tours, tourist attractions, and additional services,
 - providing the Client with information on booking and payment conditions,
 - acting as an intermediary in concluding agreements/booking confirmations between the Client and providers of tourist services,
 - offering advice on selecting tourist service offers in accordance with the Client’s preferences.

§ 4. Obligations of the Agent

1. The Agent undertakes to:
 - a) Provide reliable and up-to-date information about the offered services,
 - b) Inform the Client about booking conditions, payment terms, and rules for using the services,
 - c) Forward booking details to the service provider,
 - d) Protect the Client's personal data in accordance with GDPR.

§ 5. The Agent shall not be liable for

- a) Changes in the offer or service execution made by the service provider,
- b) Non-performance or improper performance of services by a third party,
- c) Acts of God, decisions of local authorities, or other obstacles beyond the Agent's control.

§ 6. Obligations of the Client

1. The Client undertakes to:
 - a) Provide true and complete data necessary for the execution of the booking,
 - b) Familiarize themselves with the service conditions and cancellation policies applicable to the service provider,
 - c) Make payment within the specified deadline.

§ 7. Conclusion of a Tourist Service / Travel Event Agreement

1. The website www.zurisuntravel.com presents hotel accommodation offers, which Zuri Sun Travel offers for sale both as a standalone tourist service and as part of a travel event.
2. In addition, Zuri Sun Travel intermediates in the sale of travel events, such as tours, recreational packages, and other tourist services provided within the hotel or its surroundings.
3. After reviewing the offer and selecting a preferred option, the Client makes a reservation by sending an application via email to: zurisuntravel@gmail.com
4. Upon receiving the booking application by email, the Agent checks the availability of the selected tourist service.
5. If availability is confirmed, the Client receives all necessary information and documents via email.
6. At the moment the booking is confirmed, a Tourist Service Agreement is concluded between the Client and the service Organizer through Zuri Sun Travel acting as the Agent.
7. Confirmation of full payment for the tourist service is equivalent to completing the booking process and concluding the service sales agreement.
8. At any time, the Client may contact Zuri Sun Travel to obtain information about the status of their reservation, details of the offer, or questions related to the trip.
9. The Agent shall inform the Client of any changes regarding the reservation communicated by the Organizer or service provider.

§ 8. Price of the Tourist Service

1. The price of the purchased tourist service includes all components listed in the description, in particular the accommodation fee.
2. The service Organizer may change or withdraw the offer from sale even after the reservation has been made. Such a reservation will be canceled without any costs to the Client. Zuri Sun Travel has no influence over changes made by the service Organizer. The rules for making such changes are specified in the booking form or in the terms of participation signed by the Client when making the reservation.
3. The price of the tourist service is quoted in PLN.
4. Zuri Sun Travel reserves the right to cancel a reservation and refund the amount paid in the event of circumstances beyond the Agency's control, caused by the fault of the service Organizer (e.g., hotel, carrier), which make it impossible to provide the booked tourist service.

§ 9. Payment Terms

1. After the reservation is confirmed, the Client is required to make full payment within 48 hours
2. Failure to make the payment within the deadline (i.e., receipt of funds in the Agent's bank account) will result in the cancellation of the tourist service reservation.
3. Payment by bank transfer
Payments should be made to the following account:
Zuri Sun Travel, 40-007 Katowice, ul. Uniwersytecka 13
07 1140 2004 0000 3802 8498 3517
4. The transfer description must include the reservation number, full name, departure location, and travel date.

§ 10. Changes to the Reservation

1. Making changes to a reservation after purchasing a tourist service is possible under the conditions set by the Organizer. When making changes, the Client should expect that handling fees may apply. To make changes to a reservation, please contact us.

§ 11. Cancellation of the Reservation / Reservation Withdrawal

1. Zuri Sun Travel shall not be liable for changes to the reservation or for the cancellation of the reservation by the service Organizer.
2. Cancellations of a tourist service are accepted by Zuri Sun Travel only in writing, sent via email to: zurisuntravel@gmail.com
3. If the Client cancels the reservation 7 days before the arrival date, a penalty of 60% will be charged.
4. If the Client cancels the reservation one day before or on the day of arrival, a penalty of 100% of the reservation value will be charged.
5. Upon receiving a cancellation from the Client, the Agent shall immediately forward the notice to the Organizer

§ 12. Complaint Procedure

1. The Client has the right to submit a complaint regarding the non-performance or improper performance of tourist services by the service Organizer.
2. The complaint must be submitted in writing, under penalty of nullity, directly to the service Organizer, whose contact details are provided in the reservation documents.
3. The complaint should include a description of the factual circumstances justifying the complaint, as well as appropriate evidence documenting the circumstances being complained about and any costs incurred related to the Client's claim.
4. Complaints are handled exclusively by the Organizer, in accordance with the rules specified in the terms of participation for the given tourist service.

§ 13. Personal Data Protection

1. In cases where Zuri Sun Travel acts as a travel agent and sells tourist services organized by other entities (hereinafter: "External Organizers"), the data controller is the relevant Organizer. Zuri Sun Travel processes personal data solely for the purpose of fulfilling the intermediary agreement.
2. Zuri Sun Travel processes personal data necessary to conclude, perform, or terminate the tourist service agreement, provided by the Client via a form, email, or phone.
3. The Client's personal data is processed for the purposes of:
 - concluding and performing the tourist service reservation agreement (Art. 6(1)(b) GDPR),
 - fulfilling obligations arising from legal regulations, including tax laws (Art. 6(1)(c) GDPR).
4. Providing personal data by the Client constitutes consent for Zuri Sun Travel to also process the data for the following purposes:
 - administrative,
 - statistical
 - marketing (e.g., sending offers from Zuri Sun Travel or its partners).
5. Data may be shared with:
 - service Organizers (e.g., hotels, carriers, guides),
 - entities supporting the execution of the agreement (e.g., accounting, booking systems),
 - IT service providers, law firms, and consultants,
 - authorized employees or collaborators of the Data Controller,
 - government authorities authorized by law.
6. Data will be stored for the duration of the agreement and for the period required by law (e.g., tax regulations).
7. The Client has the right to:
 - request the deletion or restriction of processing,
 - data portability,
 - object to processing, ,
 - lodge a complaint with the President of the Personal Data Protection Office (UODO).

8. Providing personal data is necessary to conclude and perform the tourist service agreement. Without providing personal data, it is not possible to conclude the agreement. Consent to use the data for marketing purposes is voluntary. We do not share personal data with other entities for marketing purposes.

§ 14. Final Provisions

1. In matters not regulated by the provisions of these Terms and Conditions, the provisions of the Civil Code shall apply.
2. Any changes require a written form.
3. By using the services provided by Zuri Sun Travel, the Client declares that all provisions of these Terms and Conditions are clear and understandable and accepts all of them.
4. In the event of a dispute, it shall be resolved by the court having jurisdiction over the registered office of Zuri Sun Travel.

I hereby declare that I have read the Terms and Conditions and accept their provisions.

Date: _____

Client's Signature (mandatory)