

## **Terms & conditions - planetickets.pl - valid from 01.07.2023**

### **I. GENERAL INFORMATIONS**

1. This Regulation sets out the rules for cooperation with the company planetickets.pl Patrycja Wzorek with its registered office in Nowy Sącz (33-300), at ul. Żywiecka 21/47, NIP: 734-360-57-23, REGON: 521071235, hereinafter referred to as planetickets.pl, providing intermediary services in the reservation and purchase of: airline tickets, travel insurance, hotel services, charter flights, train tickets, and other services.
2. Acceptance of all the conditions set out below in the Regulation is a condition for cooperation.
3. Reservation and purchase of individual products and services are each an individual transaction and are subject to terms determined by each service provider.
4. Due to different provisions of the tariff conditions of individual service providers regarding check-in at the airport before departure, it is recommended to arrive at the airport 3 hours before the scheduled departure to avoid organizational difficulties in providing the service.
5. To familiarize yourself with the tariff conditions of carriers and service providers, obtain information from the respective airline or the entity providing services to the Client, and to perform services covered by this Regulation, communication in English may be required.
6. The Client is required to have the appropriate and up-to-date documents allowing for the provision of services purchased through planetickets.pl or for staying in the country where these services are provided, including, in particular, a valid ID card, a valid passport, required visas, and other documents that may be required depending on the scope of the services provided, as well as to read the information regarding visa requirements.
7. The Client is required to verify all necessary information provided through planetickets.pl, including sanitary information, terrorist threats, and health requirements for service provision.
8. planetickets.pl is not responsible for the lack of the correct documents by the Client as specified above, including entry or transit visas required in the country where the services are provided or where the Client is transferring, as well as for not meeting the obligations described in point 6 above. All information can be obtained through the website of the Ministry of Foreign Affairs.
9. During the process of ordering and booking services, the Client is required to enter and provide true and current data in the reservation process. planetickets.pl is not responsible for the accuracy of the data entered by the Client in the process of booking services.

### **II. Personal Data Protection**

1. All issues related to the protection of personal data are regulated in the privacy policy available at: <https://planetickets.pl/en/privacy-policy>

### **III. Issuing Invoices and Their Delivery Method**

1. planetickets.pl issues electronic invoices for services purchased on behalf of the Client based on the data received from the Client, provided that the Client's request for an invoice is made during the reservation process. By making a purchase and accepting this Regulation, the Client agrees to receive electronic invoices.
2. Electronic invoices for services are delivered to the email address provided during the reservation process.

3. Changes to data on invoices issued by planetickets.pl will be made in accordance with the relevant legal regulations.
4. Service providers may specify specific conditions for issuing invoices independently of the terms and conditions established by planetickets.pl.

#### **IV. Forms and Methods of Payment**

1. By making a reservation or ordering services, the client agrees to make a money transfer in the currency specified by planetickets.pl.
2. The money transfer should be made to the bank account indicated in the email or on the invoice.
3. Immediately after making a reservation, the client is obliged to transfer the amount due to planetickets.pl for the reserved airline ticket or service. In case of a delay in the transfer of funds to the bank account of planetickets.pl, the reservation conditions may be changed by the airline or service provider.

#### **V. Airline Tickets**

1. planetickets.pl acts as an intermediary performing actual activities related to the issuance and delivery of the ticket ordered by the client from these airlines, strictly according to the client's instructions and on their behalf. The provision of the service and the handling of the complaint procedure are subject to the general terms and conditions of these carriers, indicated during the booking process.
2. The entities providing air services to the client and responsible for non-performance or improper performance of the flight are the specific airlines accredited by IATA, on behalf of which planetickets.pl operates, and whose name is indicated during the booking process as well as on the ticket provided to the client.
3. In the case of charter flights organized by a tour operator, planetickets.pl acts as an agent and provides the terms specified by the organizing entity of the flight. The organizer is responsible for non-performance or improper performance of the charter service.
4. The parties to the carriage contract are: the specific service provider specified and defined in the service offer, providing air transport services that are the subject of the contract, and the client. Agreements concluded through planetickets.pl, as mentioned above, are carried out based on the general terms and conditions of contracts with individual service providers, with whom the client concludes the contract.
5. The client will receive confirmation of the reservation, information about the selected connection, the total price, and the payment method at the provided email address. The price of the airline ticket includes, among other things, the net fare of the carrier, airport fees, taxes, non-refundable service fee for ticket issuance, additional fees, as well as all charges for other services that are an integral part of the transport.
6. Due to the preliminary nature of the reservation, the ticket price is not guaranteed until payment is received by the airline.
7. Before making payment, the client is obligated to verify the correctness of the data contained in the sent confirmation and information regarding the payment deadline for ticket issuance.
8. Before purchasing an airline ticket, it is the client's obligation to familiarize themselves with this Regulations and accept its terms, as well as to become acquainted with the booking conditions and the fare conditions of the chosen flight selected by the client.

9. After receiving the reservation request, planetickets.pl reserves the right to contact the client to verify the client's information and confirm the reservation conditions. In case of inability to contact the client, planetickets.pl will make the reservation according to the conditions specified by the client during the request. planetickets.pl will execute such a reservation provided that the client has paid the amount corresponding to at least the ticket price, increased by the amount of additional services fees specified by the client.
10. Additional services specified by the client that should be provided as part of the reservation (e.g., special meal, frequent flyer points accrual, traveling with pets, excess baggage, special carry-on luggage, unaccompanied minor, additional passenger care, assistance for disabled individuals, baby cradle, and others) should be reported to planetickets.pl for verification of their feasibility.
11. planetickets.pl reserves the right to refuse ticket issuance if the fare selected by the client is not in accordance with its intended purpose based on the sales conditions within a particular offer or if there are other justified limitations in the agreements between carriers over which planetickets.pl has no influence.
12. The client is obligated to make payment for the airline ticket in the form specified in the "Forms and Methods of Payment" section of the Regulations. The client will receive a reservation confirmation via email, which includes reservation details (passenger data, flight details, information about additional services, and fare conditions), payment details, and the amount due.
13. Cancellation of the reservation due to the fault of the carrier:
  - a. planetickets.pl is not responsible for changes and cancellations made by airlines in client reservations.
  - b. Any claims arising from cancellation or change, including flight delays by the Carrier, should be directed directly to the Carrier. Carriers are liable under the terms of the Warsaw Convention and the Montreal Convention.
14. Refund of airline ticket:
  - a. The client has the right to refund an airline ticket purchased through planetickets.pl if the fare conditions directly established by the carrier allow it. The refund of an airline ticket may be subject to a penalty fee, the amount of which is determined by the carrier.
  - b. If the fare conditions allow for a refund of the airline ticket, the client may contact planetickets.pl to request a refund.
  - c. The amount due to the client from the carrier for the returned airline ticket is transferred directly to the client's bank account within 7 days from the date of receipt of the amount by planetickets.pl, in the same currency in which the payment was made. The date of the refund is considered to be the date of debiting the service provider's bank account.
15. Changes/modifications to reservations, additional services:
  - a. The client makes changes to the reservation through planetickets.pl.
  - b. The cost of changing an airline ticket depends on the rates and possibilities of making changes determined by the carrier. The total cost of changing the airline ticket reservation includes:

- The basic fee for a change/additional service (comprising the fee for changing the ticket as per the regulations and fee table of the respective airline).
  - The fare difference (the cost difference between the initial ticket price and the current price during the change).
  - The difference in taxes and airport fees (potential cost difference between the initial tax and fee value and the current value during the change).
- c. The client is obliged to make the payment for the change in the airline ticket reservation in the manner specified in the "Forms and Methods of Payment" section of the Regulations. The client will receive a confirmation of the change via email, which includes reservation details (passenger information, flight details, information about additional services, and fare conditions), payment details, and the amount of the change.
16. planetickets.pl will make every effort to ensure that the client is well informed about any changes regarding their reservation. However, the client must independently monitor changes in the flight schedule and respond accordingly. In the event that the client does not receive the necessary information regarding their reservation from the carrier, which may result in the inability to provide the service, they should immediately contact planetickets.pl to determine the status and the possibility of making necessary changes to the reservation.
17. Within the purchased airline tickets, the client can make reservations for additional services offered by a specific carrier. The purchase can be made directly from the carrier at the airport or through planetickets.pl no later than 48 hours before the scheduled departure.
18. Each of the paid services selected by the client constitutes an integral part of the service for which the additional services have been reserved. In a situation where the airline charges fees for changes/refunds/special services in accordance with the fare conditions, the client is obligated to pay the price for the service specified by the airline.
19. Online check-in is an additional, free, non-refundable service that allows for check-in through the electronic system of individual airlines for a purchased airline ticket if such an option is provided during the booking process. As part of online check-in, a generated boarding pass or confirmation of online check-in will be sent to the email address provided by the client during the booking process in a timely manner to allow for the proper use of the transportation service. Some airlines may require the client to provide additional information not provided during the booking process to complete the check-in process. The client is required to provide up-to-date contact information such as an email address and phone number to facilitate contact, especially shortly before the flight. Failure to provide contact information, providing online check-in data less than 48 hours before the scheduled departure, providing outdated or incomplete information, and not answering calls from planetickets.pl may prevent the client from completing online check-in and may result in additional charges imposed by the airline or the inability to use the transportation service. In the event of changes made to the reservation by the carrier or at the client's request directly with the carrier, the client is required to promptly inform planetickets.pl of the change. Failure to provide such information may result in planetickets.pl being unable to correctly perform the online check-in service. Consequently, planetickets.pl will not be held responsible for any improper execution of the online check-in service, including associated costs and other consequences.

20. In the event of a situation related to flight delays or cancellations, based on the analysis of the client's flight data, planetickets.pl will provide information about the possibility of obtaining appropriate compensation. Planetickets.pl will initiate legal procedures upon the client's clear acceptance. During this time, planetickets.pl will inform the client about the intermediary fee for obtaining compensation. Furthermore, in accordance with Regulation (EC) No. 261/2004 of the European Parliament and of the Council, planetickets.pl informs the client that they have the right to file claims and requests directly with the airline performing the transportation to seek, in appropriate cases, full compensation to which the passenger may be entitled.
21. IATA General Conditions of Carriage: [IATA](#)
22. Links to airline regulations

[Aer Lingus](#), [Air Baltic](#), [Air Europa](#), [Air Iceland](#), [Air Rarotonga](#), [Air Southwest](#), [Airasia](#), [Atlas Blue / Royal Air Morocco](#), [Aurigny](#), [Bergen Air Transport](#), [Blu Express](#), [BlueAir Business Aviation](#), [Blue Islands](#), [Bulgaria Air](#), [BRA](#), [Condor](#), [Corendon](#), [DAT](#), [easyJet](#), [Eurowings](#), [Excelairways](#), [FlyBe](#), [flythomascook.com](#), [Germania Express](#), [GOL](#), [Helvetic](#), [WOW air](#), [Jet2](#), [TUI fly](#), [Jet Blue Airways](#), [Jetstar Airways](#), [Jetstar Asia Airways](#), [Kulula](#), [Luxair](#), [Lydd Air](#), [Air Italy](#), [Nature Air](#), [Nextjet](#), [Norwegian](#), [Pegasus Airlines](#), [Ryanair](#), [Smart Wings](#), [Skytrans Airlines](#), [Southwest](#), [SpiceJet](#), [Sprint Air](#), [Spirit Airlines](#), [Sun Country Airlines](#), [SunExpress](#), [ThomasCookAirlines.com](#), [TUI Airways](#), [Transavia](#), [Virgin Blue - Virgin Australia](#), [Viva Colombia](#), [Viva Peru](#), [Vueling](#), [WestJet Airlines](#), [Wizz Air](#), [Laudamotion](#), [Volotea](#), [Astra Airlines](#), [Jazeera Airways](#), [Saten](#), [EasyFly](#), [Wingo](#), [VivaAerobus](#), [Mayair](#), [AirPanama](#), [JetSmart](#), [Passaredo](#), [LCPeru](#), [Peruvian](#), [Avianca](#), [LATAM](#), [AZUL](#), [SkyAirlines](#), [Amazonas](#), [Boliviana de Aviación](#), [Aerolínea de Antioquia](#).

## **VI. Hotel Reservations**

1. planetickets.pl provides the opportunity to book hotel services offered by hotel service providers.
2. planetickets.pl is not a party to agreements for the provision of hotel services or other related agreements made through planetickets.pl. Each such agreement is entered into by the client and the specific service provider identified and specified in the offer, who provides the services subject to such agreement.
3. Agreements entered into through planetickets.pl are made and executed based on the general terms of agreements with individual service providers. All data contained in the offer presented by planetickets.pl is based on information provided directly by the suppliers.
4. planetickets.pl provides the client, within the scope of hotel service reservations, with direct access to facilities offered by providers in the country and abroad, as well as the ability to use services configured individually by the client.
5. Rules for hotel service reservations and payment:
  - a. The client is required to make payment for hotel services in the manner specified in the "Forms and Methods of Payment" section of the Regulations. The client will receive a reservation confirmation via email, which includes reservation details (client information, information about additional services, and reservation terms), payment information, and the total amount.

- b. The price of the hotel service is expressed in PLN or another currency. The price of the service includes the stay fee, VAT, and all other taxes and charges, unless otherwise specified in the offer.
    - c. Before making payment, the client is obligated to verify the correctness of the data provided in the confirmation sent.
  6. Placing a hotel service order:
    - a. The client can place an order provided they enter accurate personal information. Before placing an order, it is the client's responsibility to familiarize themselves with these Terms and Conditions, accept them, and become acquainted with the service reservation terms concerning the chosen service provider.
    - b. After receiving the reservation request, planetickets.pl may contact the client to verify their details and confirm the offer. In case of inability to contact the client, planetickets.pl is not responsible for the effective acceptance of the reservation by the provider, in accordance with the content of the submitted request.
    - c. Each reservation/notification is transmitted by planetickets.pl on behalf of the client to the respective provider as an order declaration.
    - d. The service provider and the supplier have the right to cancel the reservation in case of the client's failure to appear on the service start date at the facility offering the service. The time and conditions of cancellation are determined by the detailed reservation terms of the facility offering the service.
7. Hotel service reservations are subject to the cancellation policy presented on the reservation page of the respective provider.
8. In specific cases, planetickets.pl reserves the right to cancel reservations if it is unable to contact the client at the phone number provided by them.
9. Any claims by clients and requests for compensation for damages incurred should be made against the relevant providers. planetickets.pl is not responsible for the improper performance of the intermediary service.
10. The role of planetickets.pl and other cooperating companies in providing a database of hotel facilities from suppliers is to create access for the client to direct offers presented by individual suppliers and to perform the intermediary reservation service.

## **VII. Other Services**

1. planetickets.pl allows for the reservation of other additional services. planetickets.pl can act on behalf of the client, among other things, in purchasing insurance, renting a car, booking a transfer or parking, etc.
2. planetickets.pl provides the opportunity to reserve other services offered by service providers providing those services.
3. planetickets.pl is not a party to agreements for the provision of services or other related agreements made through planetickets.pl. Each such agreement is entered into by the client and the specific service provider identified and specified in the offer, who provides the services subject to such agreement.

4. Agreements made through planetickets.pl are entered into and executed based on the general terms and conditions of agreements with individual service providers. All data included in the offer presented by planetickets.pl is derived directly from the suppliers' information.
5. planetickets.pl provides the Customer with direct access to services offered by providers both domestically and abroad, allowing the Customer to configure services individually and according to their preferences.
6. Reservation and payment terms for other services:
  - a. The Customer is required to make payments for other services using the method specified in the "Payment Methods" section of the Terms and Conditions. The Customer will receive a reservation confirmation via email, containing details of the reservation (Customer's information, information about additional services, and reservation terms), payment details, and the amount due.
  - b. The price of the service is expressed in PLN or another currency.
  - c. The Customer is obligated to verify the accuracy of the information provided in the confirmation before making payment.
7. Placing an order for a service:
  - a. The Customer can place an order provided they enter accurate personal information. Before placing an order, it is the Customer's responsibility to read and accept these Terms and Conditions and become acquainted with the reservation terms of the selected service provider.
  - b. Upon receiving the reservation request, planetickets.pl may contact the Customer to verify their information and confirm the offer. In cases where contact cannot be established with the Customer, planetickets.pl is not responsible for the service provider's acceptance of the reservation based on the information provided in the request.
  - c. Each reservation/request is forwarded by planetickets.pl on behalf of the Customer to the respective service provider as an order declaration.
  - d. Service providers have the right to cancel reservations in the event of the Customer's failure to appear on the scheduled date of service. The specific terms and conditions for cancellations are determined by the service provider's detailed reservation terms.
8. Reservations for services are subject to the cancellation policy presented on the reservation page of the respective service provider.
9. In specific cases, planetickets.pl reserves the right to cancel reservations when contact with the Customer cannot be established using the provided phone number.
10. Any claims or compensation requests for damages incurred by Customers must be submitted to and handled by the appropriate service providers. planetickets.pl is not responsible for the improper execution of intermediary services.
11. The role of planetickets.pl and other cooperating companies in providing a database of service providers is to grant Customers access to direct offers presented by individual providers and to facilitate reservation intermediary services.

12. Specific terms and conditions for services are determined by the entities directly providing those services, and their terms are made available by the service providers. planetickets.pl may inform Customers about the possibility of purchasing additional services during the reservation process.

## **VIII. Complaints**

1. Complaints can be filed for non-performance or improper performance of services for which planetickets.pl assumes responsibility. Complaints can also concern the non-performance or improper performance of services by planetickets.pl itself or services provided through planetickets.pl by third parties, whose responsibility will be determined on a case-by-case basis by these third parties independently of planetickets.pl.
2. Complaints regarding reservations made and purchases of tickets and other services can be submitted in writing to the address of planetickets.pl: ul. Żywiecka 21/47, 33-300 Nowy Sącz, Poland. planetickets.pl will inform the Customer of the receipt of the complaint and the outcome of its consideration within 14 days of receiving it or within the timeframe specified by the Service Provider.
3. The decision made by planetickets.pl and communicated to the Customer concludes the complaint process conducted by planetickets.pl. In cases where the result of the complaint considered by planetickets.pl is unsatisfactory, the Customer has the right to use judicial or out-of-court dispute resolution methods and submit their complaint through the European Online Dispute Resolution (ODR) platform, available at <http://ec.europa.eu/consumers/odr/>. Out-of-court dispute resolution is abbreviated as ADR (Alternative Dispute Resolution) and refers to alternative methods of settling disputes between consumers and businesses. More information on alternative consumer dispute resolution can be found on the ODR platform or [here](#), and assistance in finding relevant entities can be found [here](#).
4. To provide a substantive and appropriate response to the received complaints, they will be considered within the statutory timeframes and forwarded to the Customer's provided address in Polish or English, depending on the availability of planetickets.pl consultants and the language in which the complaint was submitted.
5. planetickets.pl indicates that in cases where the submitted complaint concerns services provided by other entities, the Customer will be informed of this and, at the same time, the possibility of submitting a complaint to the service provider will be indicated. Alternatively, planetickets.pl may submit such a complaint on behalf of and in agreement with the Customer, especially if the content of the complaint submitted to planetickets.pl contains information allowing for a complaint to be filed with the service provider. In the absence of contact with the Customer, planetickets.pl may take action on behalf of the Customer.

## **IX. Final Provisions**

1. planetickets.pl reserves the right to unilaterally amend the content of the Terms and Conditions, provided that the Customer is bound by the Terms and Conditions accepted by them during the reservation process and that access to archived versions of the regulations is provided. Each Customer is obliged to familiarize themselves with the content of the Terms and Conditions and other documents specifying the details of services before making a reservation, and is bound by the provisions of the Terms and Conditions and the provided documents specifying the details of services in force at the time of making the reservation and purchasing airline tickets and other services available through planetickets.pl.

2. Matters not regulated by these Terms and Conditions are subject to the provisions of applicable law.
3. It should be noted that the services provided by planetickets.pl involve the execution of factual activities related to the ordering of services by Customers from providers. Therefore, the terms of their reservation are binding for the Customer at the time of approval by the respective provider – a refund or withdrawal is possible only if the provider has indicated such an option. In the case of consumer disputes, there is the possibility of using the European Online Dispute Resolution (ODR) platform, which will be made available at <https://ec.europa.eu/consumers/odr/>.
4. planetickets.pl is not responsible for damages incurred by the Customer, resulting from the failure to travel due to strikes by airline workers, airport workers, railway workers, as well as damages resulting from strikes by hotel service staff or due to force majeure events, as a result of which the execution of services listed in the Terms and Conditions cannot be realized. planetickets.pl operates solely as an intermediary entity and does not provide these services or suggest the selection of offers from any of the entities.
5. planetickets.pl is not responsible for damages caused by the Customer to the benefit of the service providers. In the event that a service provider charges planetickets.pl as the payer and the entity making the reservation for damages caused by the Customer, planetickets.pl has the full right to charge the Customer the amount specified by the service provider for the damages incurred. The Customer may assert their rights and request the waiver of additional fees if they consider them unjustified, directly with the service provider. However, the transfer of costs to the Customer for damages incurred by planetickets.pl is unconditional and must be settled by the Customer in favor of planetickets.pl within 7 days from the moment the Customer is informed of the charges.
6. Polish law is applicable to transactions carried out through planetickets.pl.
7. The choice of Polish law does not deprive the consumer of the protection provided by provisions that cannot be excluded by agreement under the laws applicable to the consumer's habitual residence (i.e., the country where the transaction was made).

## **X. Withdrawal Policy**

1. planetickets.pl informs about the possibility of withdrawing from a distance contract, with the caveat that the right of withdrawal from a distance contract does not apply to contracts for the provision of services in which the service has been fully performed if the performance has begun with the consumer's explicit prior consent and acknowledgment that they will lose their right of withdrawal once the contract has been fully performed by the entrepreneur.
2. Taking into account the above, planetickets.pl, before commencing the provision of services specified in this Regulation, informs that the Customer, who has concluded a distance contract for the provision of these services, has no right to withdraw from it without giving reasons and without incurring costs within 14 days from the conclusion of the contract, due to the full performance (at the clear request of the Customer) of the service by planetickets.pl in the form of reservations of services by third parties – the planetickets.pl fee is non-refundable. If service providers allow for the possibility of a partial or full refund of the value of services in case of withdrawal from the contract, the consumer will be clearly informed about this.