

# GENERAL TERMS, CONDITIONS AND INSTRUCTIONS FOR TRAVEL PACKAGES SINTA, D.O.O.

## I. GENERAL PROVISIONS

The General Terms, Conditions and Instructions for Travel Packages (hereinafter: General Terms) constitute an integral part of the contract concluded between SINTA, d.o.o. (hereinafter: SINTA) or an authorised agency and the Client (tourist or passenger) booking a particular travel package.

These General Terms apply to travel packages and services organised by SINTA, as well as travel packages and services by other travel package service providers whose packages SINTA offers. SINTA's General Terms apply unless specified otherwise in these General Terms concerning travel packages by other providers. The travel package organiser is the travel agency stated to be the organiser in a Travel Package Contract and vouching to carry out the published program according to the listed travel package contents. When special terms and conditions or a specific program modify the provision of any item in these General Terms, the reference or provision stated in that program prevails.

When booking via telephone or online, the provisions of these General Terms are deemed accepted at the moment the Client made the booking via this communication medium. Clients can obtain full information on these General Terms at the website [www.slovenia-tours.si](http://www.slovenia-tours.si) or any other website at which SINTA, as the provider of its own or other agencies' travel packages, offers its services online, with these General Terms being specifically indicated and widely accessible.

A Client, to whom these General Terms apply, is any person making a valid booking or purchase of SINTA's travel package or travel service.

## II. BOOKING

A Client can book a travel package offered by SINTA at any SINTA's branch office or authorised agency, via our website, email or telephone. Upon booking, SINTA and the Client conclude a Travel Package Contract, which also constitutes a booking confirmation and contains either information on the Client's travel package arrangements or a reference to a program/itinerary where such information is included. When making a booking, a Client is bound to provide all relevant documents and information required by the program in question, and pay the booking fee. For its services, SINTA charges Clients standard booking fees and the travel package offer costs in the amount of 5 € per voucher in the case of day trips, and 15 € per voucher or 15 € per person in the case the voucher is claimed for several persons for all other travel packages. For complex offers to be compiled, SINTA charges a security fee in the amount of 95 €, which can be deducted from the final price of the package if a Client purchases the travel package in question.

Should a Client provide information that is false or incorrect, the Client bears full responsibility for all damages and costs incurred as a result of the false or incorrect information.

A Client's booking is binding. They are only able to withdraw from it in accordance with the provisions of Travel Package Cancellation or Changes by Clients (Item IX. of these General Terms). A Contract is deemed valid once it has been signed by a Client or upon making the payment, regardless of whether it has been signed or not. In addition to an expressly written booking or signed Contract, any other oral or written order containing the Client's full name and full names of other travellers, payment instrument ID, full or partial payment of registration fee, payment of booking or application fee, an implicit act suggesting that a Client has made a binding booking, or a booking containing any of the above mentioned information, shall also be considered a binding booking.

When making a booking on request (RQ-request), a Client is to pay a security fee in the amount determined in the scale of cancellation costs by the responsible organiser and the foreseen departure date, a minimum of 42 €. Should the responsible organiser confirm such a booking on request, everything listed in these General Terms or the terms and conditions of the responsible organiser becomes legally binding for both the organiser and the Client. When making an optional booking (demand or offer), the applicable conditions for the conclusion of the Contract are those stated in the option document. In the event of force majeure or a 'stop booking' scenario, the option does not apply and is not binding for the organiser or the Client.

### **III. REGISTRATION FEE AND PAYMENT**

The payment date is considered the date on which a Client makes the payment at a SINTA cashier or an authorised agency or by a credit card payment, or the date when payment arrives at SINTA's transaction account in the full amount specified in SINTA's invoice or proforma invoice.

#### **a) Payment via proforma invoice**

Upon making the booking, a Client pays a registration fee in the amount of 50 % of the travel package or the amount stated in the program of the tour, and the booking fee. The remainder is to be paid at the latest 20 days prior to the start of the tour/trip or as stated in the program. In the case when a Client or their booking agent does not pay the remainder of the contractual obligation, it is considered that the Client has terminated the Travel Package Contract, and the provisions of Travel Package Cancellation or Changes by Clients (Item IX. of these General Terms) apply. Credit card payment via Stripe

#### **b) Payment by credit card**

When making the payment by credit card, the invoice amount is due immediately upon conclusion of the order. Payment by credit card is processed in cooperation with Stripe Payments Europe Ltd., 1 Grand Canal Street Lower, Grand Canal Dock, Dublin, Ireland (hereinafter referred to as "Stripe"). Your transaction is protected by Stripe's safety standards. Stripe reserves the right to carry out a credit assessment and to refuse this payment method if the credit check is negative. When making non-cash payments for SINTA's travel packages or services, SINTA, pursuant to the conditions of non-cash operations of financial institutions, is by no means able to make a cash refund, but Clients can request a credit if they are eligible to do so.

Special payment terms and conditions may be specified in the offer and/or Price List.

### **IV. TRAVEL PACKAGE PRICES AND ADDITIONAL PAYMENTS**

Tentative prices of travel packages are listed in the program of each package and are valid from the date the program was published. SINTA is to confirm the price for each individual travel package, as only the price stated in the offer is valid as the basic price of the travel package in question. In addition to the basic price, a Client is bound to pay all obligatory additional payments (for visas etc.), which, provided they have not been included in the basic price, are to be added to the basic price and any potential additional payments to form the final price of the travel package, thereby constituting the Client's final payment responsibility based on the Travel Package Contract.

The travel package organiser is entitled to increase the price of the program at the latest 20 days prior to the start of the tour/trip in the case of change in exchange rate of the contractual (agreed) currency, increase in transportation costs (including fuel prices) or higher service fees (at airports, seaports, etc.), which affect the price of the travel package. The increase in the price is calculated using the same percentage that applied to the increase in the cost of the above-mentioned price calculation elements. The Client or contracting party is entitled to terminate the Travel Package Contract if the above-mentioned increase exceeds 10 % of the basic price of the package. In this case, the Client is entitled to a refund of the paid amount, which excludes the right to the reimbursement of any damages and potential visa, insurance, vaccination and similar costs. The organiser of the tour/trip is to inform Clients of any increases in the price of the package in question.

SINTA may recommend that Clients pay for additional services (optional trips, sports equipment hire etc.), which can be provided at the destination. In this case, SINTA is not the organiser nor the agent but merely a provider of information; therefore, Clients are to direct any complaint or compensation claims exclusively to the actual service provider at the destination.

In its program, SINTA may explicitly mention that the given price is subject to change, should a certain number of participants apply or any other specifically defined conditions occur. Such a mention does by no means guarantee that such conditions for a price change will actually occur. Clients are not entitled to withdraw from their Contracts because the conditions of a potential decrease in price have not occurred.

Any potential benefits and discounts are mutually exclusive and non-cumulative. If several benefits and/or discounts are possible, a Client is able to opt for the benefit or discount that they are eligible for and fits them best.

### **V. SERVICES INCLUDED IN THE PACKAGE PRICE**

Unless the program states otherwise, the travel package price includes transfer, accommodation and catering services stated in the travel program, as well as tour/trip organisation and value-added tax (VAT). Given prices for

individual travel packages are per person in a double/twin hotel bedroom. All services that the price of the travel package includes are specifically defined in each program.

## **VI. SPECIAL SERVICES**

Special services are those services which are normally not included in the basic price of the package (single bedroom, special dietary requirements, optional trips, etc.). If special or additional services are listed in a particular program, the Client is to express the wish to use them upon making the booking and payment for such services is to be added to the basic price of the package. The published prices of special or additional services are only valid when they are ordered and paid for upon booking or purchasing the basic package at the booking point.

## **VII. INFORMATION**

The information given to Clients at the booking point does not bind SINTA more than the information listed in the specific program or offer. When in doubt, a written offer, written information or written explanation is always considered valid. Average care and diligence of a Client ordering services via telephone or online and hence being well versed in the use of such services, is to acquire all information they consider relevant and important from the accommodation facility's or holiday destination's website.

Unless stated otherwise, instructions, special conditions and useful information published in the brochures and/or price lists apply to all packages, be it group or individual departures, for listed and tailor-made programs, and the services booked, hence forming an integral part of the General Terms.

Photographs published online and in promotional materials are for information purposes only, hence, SINTA cannot guarantee the actual appearance or completeness or veracity of such information, except when such a guarantee is explicitly stated.

## **VIII. NOTIFICATION LETTERS PRIOR TO TOUR / DEPARTURE**

Clients can receive notification letters prior to departure on their email addresses (if they provided one upon booking) or can have it handed to them at their booking point, where they can acquire it at the latest five (5) to seven (7) days prior to the start of the tour/trip.

SINTA's clients have the e-mail address [info@slovenia-tours.com](mailto:info@slovenia-tours.com) and the telephone number +386 30 420 008 at disposal, where they can request for a notification letter to be sent to them. SINTA does not send notification letters to its Clients via traditional mail, unless a particular program states otherwise.

If a Client does not receive their notification letter via email up to three (3) days before their scheduled departure, they are to report the issue to their booking point or the email and/or phone number listed above. Should a Client provide an incomplete or false address (house number and/or electronic) for the purpose of issuing a voucher, Contract or notification letter, all potential damages are to be borne exclusively by that Client. SINTA is not obliged to send the Client a notification letter/reminder prior to departure.

## **IX. TRAVEL PACKAGE CANCELLATION OR CHANGES BY THE CLIENT**

If a Client cancels a tour/trip without finding a replacement, SINTA is entitled to a reimbursement of the costs resulting from the cancellation of the tour/trip, the amount of which depends on the number of days between the cancellation and the planned date of departure.

Unless the program states otherwise, the amount of travel package or one-day trip cancellation costs is as follows:

- 10 % of the package/trip price up to 60 days before the date of the beginning of the services to be provided;
- 30 % of the package/trip price from 59 to 45 days before the date of the beginning of the services to be provided;
- 50 % of the package/trip price from 44 to 35 days before the date of the beginning of the services to be provided;
- 100 % of the package/trip price from 34 days to the date of departure or the beginning of the services to be provided;
- 100 % of the package/trip price in the case of no-show without cancellation.

In all cases where the payment type stated in the offer and/or proforma invoice is a deposit, the deposit amount is non-refundable.

All above mentioned package cancellation costs also apply to RQ-Reservations (listed in Item II. of these General Terms) and in cases where SINTA is not the organiser of the travel package.

When the subject of the contract is the air ticket(s) purchase, SINTA is entitled to hold the ticketing service charge (TSC) in addition to the cancellation and administrative costs.

In case of no-show or Travel Package Contract cancellation by a Client on the very date the tour/trip begins or after that, SINTA or another tour organiser shall charge the Client for the full value of the package.

When withdrawing from a contract, the Client must sign a cancellation document handed by the salesperson. Should the Client refuse to sign this document, it is considered that they did not terminate the Travel Package Contract.

A Client may terminate a tour/trip when it is underway with a written termination statement. If a Client decides to terminate an ongoing tour/trip, they are not entitled to any reimbursements of costs or purchase price.

If a Client decides to change the itinerary during an ongoing tour/trip or does not travel in accordance with the program constituting the Contract concluded with SINTA, this Client is considered to have withdrawn from the Contract. In this case, the Client has no right to any reimbursement of costs or purchase price and is to be held responsible for any potential costs or damages resulting from their changes made to the program. In the case of changes to the program at one's own initiative or due to force majeure, with no fault on the SINTA's side, the Client is not entitled to claim any damages or subsequent price reductions.

At a Client's request, a Client or the tour organiser may change the name(s) of passengers, number of passengers, accommodation arrangements, tour/trip date(s), or itinerary after the tour program has been coordinated, but only when such modification is possible without cancelling the existing package. SINTA charges an administrative fee in the amount of 15 € for each such modification. After the Client has confirmed the offer, SINTA charges an additional administrative fee in the amount of 150 € for each subsequent modification mentioned above. If the costs of such modifications are higher than the original confirmed package price, especially when a package includes a regular or chartered flight, which results in costs of cancellations and changes as charged by the providers, SINTA will require reimbursement of such resulting costs.

#### **X. CANCELLATION COVER CHARGE FOR PACKAGE CANCELLATION OR CANCELLATION RISK INSURANCE**

Upon making a booking, a Client may pay a cancellation cover charge. The agreement on such cancellation can be concluded at the latest on the date of the booking confirmation and only applies in the event of summons, unexpected deterioration of one's health condition or death in the immediate family (spouse, parents, children). The Client can only claim reimbursement of the paid amount based on the paid cancellation cover charge upon presenting written proof of the underlying cause. The amount of the cancellation cover charge is 5% of the package price, unless a particular program specifies another amount of the cancellation cover charge or states that such payment is not possible.

If a Client cancels the package, SINTA is entitled to retain the sum of the paid cancellation cover charge in addition to the reimbursement of administration costs in the amount of 50 € per voucher or 35 € per person in the case the voucher is claimed for several persons, regardless of the paid cancellation cover charge. If the subject of a Travel Package Contract is air ticket(s) purchase, SINTA is entitled to retain the TSC in addition to the administrative costs. Therefore, based on the paid cancellation cover charge, a Client is entitled to reimbursement of the paid amount for the agreed travel services minus the booking fee, administrative costs, the sum of the paid cancellation cover charge and TSC. For any other potential costs incurred by a Client due to the planned tour/trip/travel service under the Travel Package Contract (e.g., visa and vaccination costs, transportation or similar), SINTA refuses any responsibility.

If the Travel Package Contract is terminated due to the above-mentioned reasons at the latest two (2) hours before the scheduled start of the tour/trip, the Client is entitled to claim reimbursement of payments based on the paid cancellation cover charge. The scheduled start of the tour/trip, beginning with organised coach, air or sea transportation, is considered the time of the departure of the coach, aeroplane or boat. If the travel package does not include organised transportation, the time at which the Client would normally check in to the booked accommodation facility (usually 2 PM) is considered the beginning of the travel package/service.

If a Client does not start the tour/trip on the date scheduled as the beginning of the tour/trip and fails to cancel the booked package prior to its beginning, they are not entitled to claim reimbursement of the payments based on the paid cancellation cover charge. When organised transportation is not included in the travel package, a Client is not eligible to demand reimbursement of their payments based on the paid cancellation cover charge if they fail to present themselves at the accommodation facility on the date of the scheduled beginning of the package.

When the transportation provider (coach, aeroplane or boat company etc.) refused a Client to board due to any reasons related to security or regulations, it is also considered that the Client has not begun the tour/trip or that they have withdrawn from the Contract, regardless of whether this took place at the start of or during the tour/trip. In such cases, the Client is held responsible for the total damages resulting from such a refusal and is not eligible to claim any reimbursement based on the paid cancellation cover charge. A Client is also not entitled to reimbursement

based on the paid cancellation cover charge if they fail to submit an appropriate written proof of a justified reason to cancel the tour/trip. It is not possible to make any claims for reimbursement based on paid cancellation cover charges after the date of the beginning of the tour/trip, nor for the unused time of the tour/trip in question.

SINTA is entitled to reimbursement of its costs already incurred in addition to the costs resulting from the cancellation of the tour/trip in any other cases of documented force majeure that do not fall into the category of events covered by the cancellation but causing a Client to cancel a tour/trip or withdraw from the Contract. Such force majeure events should be documented by valid official records and of the type that could in no way have been foreseen or avoided before the conclusion of the Contract.

If a Client takes out an insurance policy against the risk of cancelling a travel package with one of the insurance policies, the Client is to claim their rights resulting from the cancellation risk insurance from the insurance company in question, whereby the general terms and conditions of that insurance company are applied. The damage claim procedure and the time needed to resolve the damage claim are in the domain of the insurance company that insured the cancellation risk.

## **XI. TRAVEL PACKAGE CANCELLATION OR CHANGES BY THE TOUR ORGANISER**

In accordance with the legislation in force, SINTA reserves the right to cancel a tour/trip or make changes to a program. SINTA can cancel the tour/trip at the latest three (3) days before the planned departure date if the number of participants who applied for the tour/trip is lower than the minimum number specified in the program or Travel Package Contract. Unless specified otherwise in a program or Travel Package Contract, the minimum number of passengers is as follows:

- at least 40 passengers per vehicle for coach trips;
- at least 20 passengers per group for tours using regular air routes around Europe;
- at least 15 passengers per group for tours using intercontinental air routes;
- at least 80 % of the full capacity of these means of transport for tours using special planes, trains or hydrofoil boats.

In the case of guaranteed departure or if SINTA expressly vouches in print to carry out a departure, SINTA cannot cancel such tours.

If exceptional circumstances occur before or during the implementation of the program that could not have been expected, overcome or avoided, with such circumstances presenting a justified reason preventing SINTA from concluding the Contract had they existed at the time of the Contract being concluded, SINTA reserves the right to terminate the Contract. In travel packages and other services where appropriate weather conditions are key to carrying out the program, the withdrawal from the Contract due to inappropriate weather is considered a withdrawal from the Contract due to exceptional circumstances. In such a case, a Client is only entitled to reimbursement of the amount paid to SINTA or to have the payment transferred to a later departure.

SINTA is entitled to terminate or withdraw from a Contract, demanding a compensation of all damages from a Client who directly violates the provisions of the Contract concluded with SINTA, especially if the Client intentionally provided SINTA with false information regarding the number of passengers or their age, with false, adapted or forged documents or if the Client failed to notify SINTA of any changes occurred during the tour/trip. In the case of finding such violations, SINTA may withhold all received payments and request a payment from the Client up to the full price of the package or up to the amount described in Item IX. of these General Terms. SINTA reserves the right to change the date and time of departure or to cancel a tour due to a change in flight schedules or the occurrence of a force majeure, and the right to change the direction of travel if travelling conditions change (new schedule, precarious situation in the country of travel, natural disasters or other unforeseeable reasons that SINTA has no influence on) in accordance with the rules that apply to passenger traffic and without any special compensation.

For changes to its programs due to the occurrence of any force majeure event during the implementation of the program, SINTA is not to be held responsible. In such cases, SINTA may provide its Clients with services in a modified form in accordance with the possibilities at hand. For delays of flights, boats or trains, or for any changes to the program resulting from such delays, SINTA refuses any responsibility.

SINTA is to inform its Clients of any subsequent changes to the program immediately.

If SINTA or any other tour organiser withdraws from the Contract during its performance, it is entitled to receive a fair payment for the agreed services. A Client is not entitled to any reimbursement of administrative costs and the fees of insurance taken out with an insurance company.

Should a certain destination or attraction be closed for business during the tour/trip, SINTA is not to be held responsible.

Should unforeseen circumstances prevent the SINTA's Clients from being accommodated in the agreed facility, they may be moved to another facility of the same category or, in case of unavailability, to a facility of either a higher or lower category. In case of a consequent increase in the total program price, additional costs are borne by the Client.

## **XII. TRAVEL DOCUMENTS AND OTHER CLIENT OBLIGATIONS**

A Client booking a tour/trip to a foreign country must have a valid passport or any other identification document (ID) required for entering the country of destination. In the case where a country requires that a passport or ID be valid a certain period of time between the date of entry into that country and the expiry of the document's validity, Clients themselves are bound to take note of and act in accordance with such provisions, therefore SINTA is not to be held responsible for any potential inconveniences or forced suspension of Clients who fail to comply with the above.

Clients are to obtain information on the regulations regarding passports, visas, foreign currency, customs and health that are in force. Clients are also bound to make sure that they, their documents and luggage meet the conditions set out in the border customs, health and other regulations of their country of origin as well as the country/countries to which or through which they will be travelling.

Before the start of the tour/trip or until the deadline stated in the program, Clients are bound to procure visas for the countries of destination and get the vaccinations required for these countries. Should a Client fail to comply with these obligations, SINTA will act in accordance with the provisions that apply to Clients cancelling their packages (Item IX. of these General Terms). If a Client authorises SINTA to arrange for a visa on their behalf, SINTA cannot vouch for a visa to be obtained. SINTA's intermediation to acquire visas is not included in the price of the travel package and is to be paid separately. The cost of such a service is 25 € per visa and does not include the cost of making a visa. SINTA does not refund visas or visa costs, even in cases where a Client was unable to begin or end the tour/trip in accordance with the program due to complications (e.g. delay in issuing or sending visas by consular services, loss of mail with travel documents for obtaining visas, visa application being rejected, or other events outside the sphere of the tour organiser, which would be the cause of the Client not having received the travel documents or visa on time), for which SINTA refuses any responsibility. SINTA does not vouch for the accuracy of information obtained from competent embassies. If Clients fail to fulfil any of the entry requirements for a particular country, all related expenses are to be borne by the Clients themselves. If a Client does not provide SINTA with all documents required to obtain a visa within the deadline laid, it is considered that a Client is making their own arrangements to acquire a visa, regardless of any payments for SINTA's intermediation in acquiring a visa already paid by the Client.

Due to requirements in international passenger transport (coach, plane, boat, etc.), a Client is to submit all required information on all people attending the tour/trip, whose participation they are booking upon the booking itself. This information must match entirely the data in the official documents that people participating in a tour/trip are to have on them in accordance with national border crossing legislation and applicable foreign legislative acts. For any delay, extra costs or termination of travel resulting from false or incorrect information, the Client is to be responsible to the participants in the tour/trip in question.

A Client is to cooperate bona fide with the organiser's representative and service provider, and to comply with the house rules of catering and accommodation facilities. If a Client does not act in accordance with their obligations, they alone shall answer to the organiser for any damages thereby caused, while the organiser refuses any responsibility for damages incurred by the Client in such a case. During the tour/trip, the Client shall not engage in any behaviour that might compromise the course of the tour/trip or the livelihood, safety or health of fellow travellers. Should the customer engage in any behaviour that violates this provision, the tour leader or organiser's representative is entitled to prevent them from continuing the tour/trip without reducing the price of the package or refunding any costs whatsoever, except for the charges to be made on the spot.

## **XIII. LOSS OF DOCUMENTS**

If a Client's documents, which are essential for the continuation of travel or return to the country of residence, are lost or stolen during the course of a tour/trip, the Client shall replace the documents at their own cost. The Client may turn for advice and assistance to the tour leader or SINTA representative or the Client's tour organiser representative. If the loss of essential travel documents results in the interruption or change of the tour/trip, the Client is not entitled to any reimbursement of the paid travel package price or related expenses. The loss or theft of travel documents does not constitute a reason for changing the travel itinerary for the whole group.

#### **XIV. HEALTH REGULATIONS**

According to World Health Organisation regulations, Clients are required to get vaccinations and an appropriate certificate thereof in order to travel to certain countries. Vaccination is obligatory even if such regulation is adopted after a Travel Package Contract has been concluded, which does not constitute sufficient grounds to terminate a Travel Package Contract unless there are contraindications for a Client's health. In this case, the Client is bound to provide a valid medical certificate. In the case where certain vaccinations are mentioned or required in a program of a tour/trip, each Client is to make sure to obtain an international certificate – a yellow booklet where received vaccinations are recorded – for themselves. Should the customer be prevented from starting or continuing the tour/trip due to non-compliance with health regulations of the country of destination or the requirements of the program, SINTA is not to be held accountable. Any resulting consequences or costs are the sole responsibility of the Client, and the Client is not entitled to any reimbursement of the amount already paid for the package or to any subsequent price reduction.

#### **XV. TRANSPORTS PUNCTUALITY**

SINTA is not to be held responsible for the punctuality of transport in land, air and sea travel when provided by public means of transport, scheduled or non-scheduled land, air or sea routes. The transportation companies' liability is appropriately defined in the contract concluded between a Client and the transport service provider, which takes effect upon the use of the means of transport. For any damage resulting from delays, cancellations or changes to the route or means of transport, SINTA is not to be held responsible.

SINTA reserves the right to change the time schedule, transfer, aeroplane type, airline and direction of flight (layovers, flights via other airports, etc.) resulting from various technical and organisational reasons. In some cases, delays can occur due to airspace restrictions, strikes and bad weather, while the organiser has no influence whatsoever on any of the above. The changes listed in this paragraph that may affect travel packages do not count as a change in the program of the tour, as the first and last days are intended exclusively for the arrival at and departure from the destination and not for rest.

Except when travelling with a SINTA's guide, Clients are bound to check the actual hour of the return with the organiser's representative 48 hours before the scheduled return.

When SINTA acts as an intermediary in the vehicle hire, a Client is to direct any questions, complaints and claims exclusively at the transport service provider.

#### **XVI. LUGGAGE**

As neither the tour organiser nor the agent is responsible for luggage transportation, they are not held accountable for lost or damaged luggage, nor for any theft of the luggage and/or other valuables at the hotel. Clients share responsibility for addressing or filing any claims regarding lost or damaged luggage directly to the transportation company, hotel or other direct service provider. For the transportation of special equipment (e.g., bicycles, golf equipment, surfboards), Clients are to announce the transportation of such equipment upon making a booking and pay a supplement to the airline, usually just before departure at the airport. The airline reserves the right to refuse the transportation of such equipment due to restrictions in its carrying capacities; in this case, the Client is to bear all costs of damage resulting from such refusal.

The transport of luggage within a certain weight limit set by the provider is free of charge. In the case of air travel, a Client is entitled to free transportation of luggage up to a certain weight (which depends on the airline's policy), whereas any luggage above the free allowances is subject to excess baggage charges, which are to be paid by the customer at the spot in the appropriate currency or in accordance with the airline's policy. Children under two years of age are not entitled to free luggage transportation.

In the case of air travel, the luggage responsibility is solely of the airline, based on regulations in force in international passenger air traffic.

In the case of luggage loss, a Client is to fill in the PIR form of the airline that provided the transportation, and hand it over to that specific airline's representative, keeping one copy for their own record. Based on this form, the airline is to pay compensation according to the regulations in force in international passenger air traffic.

In the case of theft or damage to SINTA's Clients' luggage or other personal items, valuables and documents from accommodation facilities (hotel rooms, apartments, etc.) and means of transportation (coaches, aeroplanes, boats, etc.), SINTA refuses any responsibility.

## **XVII. CATEGORISATION OF ACCOMMODATION FACILITIES AND SERVICES DESCRIPTION**

Rates of the accommodation listed in programs are in accordance with the official national categorisation of each country of destination, valid at the time the program was issued, therefore, the organiser has no effect on it. As the standards of travel and tourism offers between various selected destinations differ and cannot be compared, it must be taken into consideration that categorisation criteria at some destinations can be considerably different from those in use in Slovenia, therefore, SINTA recommends booking a higher accommodation category at such destinations.

The organiser refuses any responsibility for any written or oral information provided by the authorised agency that may not match the services description in the organiser's program.

As house rules, food, the beach, services and other services offered by hotels are controlled by local tourism boards, the organiser cannot affect these elements in any way.

The services description specified in the program for packages dubbed 'all inclusive', are to be read carefully, as all of such 'all inclusive' offers are not to be considered equivalent. Usually, the basic service of all 'all inclusive' packages is full board (breakfast, lunch, dinner) and (local) drinks served with the meal.

If a Client does not pay the additional price for a room with special characteristics (particular floor, balcony, sea view, position, etc.) upon booking, accommodation will be provided in one of the rooms officially registered to be issued to hotel guests. The tour organiser cannot affect room distribution in any way, as it is at the discretion of the hotel. If they choose to pass on the Client's wishes to the hotel, they cannot guarantee that these wishes will be granted. If Clients have booked a single room, they should keep in mind that the standards of such rooms usually do not match the standards of double/twin rooms, are usually smaller and have a less favourable position. If Clients have booked a triple room, they should keep in mind that this is most often a double/twin room with an additional (spare) bed, therefore, the comfort of the third person is not equivalent to the accommodation standard of the other two persons. This is usually a folding bed, the size and comfort of which is not to be compared to that of a normal bed, as it is suited for children.

## **XVIII. CUSTOMER REMARKS AND COMPLAINTS**

Clients are expected to submit any irregularities or shortcomings at the destination to the tour leader, SINTA's representative or the tour organiser representative, directly to the actual service provider or to the authorised local agency. If the reason for the complaint is such that it could have been resolved on the spot (e.g. insufficient cleanliness of a room, equipment, position of the room etc.) and the Client fails to complain about the issue at the location to the above-mentioned persons, it is deemed that the Client accepted the service provided in such a manner, thereby losing the right to make any later claims and to demand a price reduction for the service or any damage compensation. SINTA will not consider any complaint that the Client did not support by attaching a report on the complaint drafted by a representative of the organiser or service provider, which would prove that the complaint could not have been resolved on the spot.

Complaint procedure: The Client should file a complaint about an inadequate service promptly and on the spot to the organiser's representative or, if the latter is absent, to the service provider. While eliminating the cause for complaint, the Client is expected to cooperate bona fide with the representative. If the Client refuses to accept the offered solution, which corresponds to the services paid, SINTA will not take into consideration any later claims for damage compensation or the package price reduction. If the cause for complaint cannot be eliminated, the Client is to compile a written report in cooperation with the representative. Within two months after the end of the tour/trip, the Client must send a written complaint to the address: SINTA, d.o.o., Hubadova ulica 6, 1000 Ljubljana, Slovenia, and attach appropriate evidence justifying the complaint (obligatory written report signed by the representative or service provider, any potential invoices due to extra expenses, etc.). The organiser is bound to send its first reply to the Client within eight (8) days after receiving the complaint, and the final reply within a suitable deadline needed to obtain the information on the reason for complaint from the service provider; or within the time period required to obtain information from third parties, in accordance with Article 892 of the Obligations Code. The Client is to refrain from forwarding the complaint to third parties and competent institutions, or from sending any information to the mass media and other public bodies until the organiser issues its reply to the Client's claim.

The organiser will only handle those complaints where the underlying cause could not have been eliminated on the spot. In the case of complaints about tours/trips not organised by SINTA, SINTA will forward the complaint to the organiser responsible for the tour/trip, and send the Client written information about the way the complaint is/was being processed. If SINTA only acts as an information provider, Clients are expected to make all of their claims for



compensation due to a complaint on the spot, with the actual service provider. SINTA will not handle any claims for price reductions, damage compensation and other claims filed without a written complaint.

A complaint must be signed and can be filed by the Client himself/herself, or a person expressly authorised by the Client. Such authorisation must be attached to the complaint, otherwise, SINTA will not consider the complaint. SINTA also refuses to handle any complaints not sent to the above-mentioned address. Complaints may also be sent via e-mail to the address [info@slovenia-tours.com](mailto:info@slovenia-tours.com) exclusively, and must contain all information required for complaints sent via traditional mail.

A complaint must be justified, therefore Clients should attach appropriate evidence and/or appropriate confirmation from the hotel, transport provider or any other relevant person regarding the actual state of affairs, based on which the Client is making their claim.

Pursuant to Article 894 of the Obligations Code, the maximum damage compensation due to an incomplete service correctly is to be limited to the amount the Client has paid for it. Clients are entitled to compensation for the amount of the real value of the services not provided. In the case where SINTA is entitled to cancel a travel package or change a program in accordance with the provisions of these General Terms and the Law, this provision does not apply. This limitation of responsibility applies to all tours/trips for which a Travel Package Contract has been concluded. Clients are not entitled to receive any compensation for any loss of profit or damage, nor reimbursement of any costs resulting from such damage.

#### **XIX. PROTECTION AND USE OF PERSONAL DATA**

SINTA shall protect all data provided to it in accordance with the Personal Data Protection Act (Official Gazette of the Republic of Slovenia, No. 94/2007-UPB- 1, hereinafter: ZVOP-1). It is considered that by signing the Contract, pursuant to Paragraph 2 of Article 10 of the ZVOP-1, the Client has granted the authorisation to process personal data for the purpose of concluding and implementing the Contract.

By accepting these General Terms, the Client also grants SINTA the authorisation to forward personal data to authorised third persons, and to use the Client's personal data for the following purposes: client segmentation, performing business operation analysis, direct marketing, statistical processing and providing information of the SINTA's offer and the offer of its business partners. Should a Client wish to withhold such an authorisation, they may express this decision upon booking the travel package.

#### **XX. SPECIAL PROVISIONS OF THE CONSUMER PROTECTION ACT**

The extracts from the Consumer Protection Act (Official Gazette of the RS Nos. 98/2004-UPB2, 126/2007, 86/2009, 78/2011, hereinafter: ZVPot) pertaining to the organisation of travel packages:

Use: The ZVPot only pertains to consumers.

Scope of use: The ZVPot only pertains to travel packages and not to other services for tourists.

EVENT	DEADLINE
Possibility to cancel a tour/trip due to an insufficient number of participants who booked it	Notification to passengers sent at least 7 days prior to the scheduled departure
Price increase – only due to the increase in fuel charges, tariffs, exchange rates	Notification to Clients sent 20 days prior to departure, possibility for Clients to cancel the package if the increase exceeds 10% of the package price
Deadline for the complaint	2 months from the end of the tour/ trip
Reply to the complaint	8 after receiving the complaint
Changing the client at the Client's request	8 prior to departure if change can still be implemented – at the Client's cost

#### **XXI. FINAL PROVISIONS AND JURISDICTION**

All prices listed in SINTA's offers are already inclusive of VAT. In the case of a dispute, the parties shall attempt to resolve any dispute amicably. If a dispute cannot be resolved amicably, the competent court is the district court of Ljubljana. These General Terms apply to all Contracts concluded from the date these General Terms are published on the website [www.slovenia-tours.si](http://www.slovenia-tours.si).

## **XXII. INTERCONTINENTAL TOURS AND INTERCONTINENTAL TRAVEL PACKAGES**

The bookings of Clients applying for intercontinental tours and intercontinental travel packages can be made at all SINTA's branch offices and authorised travel agencies until the vacancies have been filled, yet at the latest by 60 days prior to departure. If the possibilities to carry out an individual tour or holiday package allow for it, bookings can be made even within this 60-day time period. Upon booking, Clients pay a registration fee in the amount of 50% of the value of the travel package unless a particular program states otherwise, and the remainder is to be paid at the latest 25 days prior to the scheduled departure. In the event of a Client booking a travel package within this 60-day time period before the start of the tour or holiday, SINTA is unable to guarantee that the advertised booking conditions for that tour/trip will apply; it can only guarantee the most advantageous conditions at that given time.

SINTA is not to be held accountable for any changes in arrival or departure times of flights that airlines may change at their own discretion, therefore Clients should, prior to an individual departure or upon any interruption to the tour, check and confirm the further travelling schedules at the latest by 48 hours prior to travelling.

## **XXIII. PACKAGES WHERE SINTA IS NOT THE ORGANISER OF THE TOUR / TRIP**

In the case where SINTA is not the tour/trip organiser, it acts as an agent or intermediary. In such cases, it transmits the information received from the organiser of the tour/trip to the Client and helps them book their package. The conditions for booking, payment of the registration fee and the final payment (deadlines) and potential cancellations shall be in accordance with the conditions of another organiser. Such programs, as well as tour confirmations and vouchers issued by SINTA, are marked appropriately. It is to be considered that SINTA is selling such packages in another's name and on another's behalf. Any potential complaints are to be handled by the tour organiser.

## **XXIV. SELLING TRAVEL PACKAGES ONLINE OR VIA E-MAIL**

In the case of a travel package or service being booked or sold online or via email, these General Terms apply, or the offer published on SINTA's website or on the website of SINTA's authorised agent.

In the case where the provisions of these General Terms preclude the offer published on the SINTA's website, the provisions published on the website shall apply. The provisions of these General Terms are deemed accepted at the moment the Client orders an individual SINTA's package or service on the website.

Unless a different deadline has been set, the key condition for the validity of a booking is the payment of the entire service within three (3) days from submitting the order or booking. If the service has not been paid within the above mentioned deadline, it is to be considered that the booking has never been made.

## **XXV. SELLING TRAVEL PACKAGES VIA TELEPHONE**

In the event of telephone sales of travel packages, a Contract shall be deemed concluded:

- When a Client provides a payment instrument identification,
- When a Client provides his/her own and the other participants' personal data in the case of agreeing to pay for the package at a SINTA's branch office, transferring the amount of the tour price to SINTA's bank account or using a bill.

In such cases, Clients are bound to pay for the booked package or service based on the booking number within three (3) days from making the booking, unless a longer/shorter deadline has been agreed upon. If they fail to pay within the aforementioned deadline, the Contract is deemed not to have been concluded. The provisions of these General Terms are deemed accepted at the moment the Client ordered an individual SINTA's package or service over the telephone.

## **XXVI. TRAVELLING BY COACH – Seating**

The organiser determines the seating in accordance with the order of bookings by participating Clients for all regular coach trips and tours with open booking. The same seat number can be positioned quite differently from one coach to another and some coaches do not have numbers on seats; therefore, in such cases, the organiser's guide will show the Client to their seats. In the case of tours around Europe that primarily use air transport to get to the country of destination, and for all intercontinental tours, coach seating is only determined when possible and when it makes sense in regard to the group size, program and manner of tour implementation. The organiser reserves the right to change seating when the passengers are combined from originally two or more coaches to occupy a smaller number of coaches due to a smaller number of tour participants.

## **XXVII. TRAVELLING WITH CHILDREN**

Each child, regardless of the age and the amount of potential discounts, must be listed on the travel document or voucher and be in possession of valid ID required for potential entry into the country/countries of destination. In the case of a child not being listed on the travel document or voucher for a given travel package, it is considered that this child has no right to travel within that particular travel package.

Particular cases stated in particular travel packages may specify that underage children up to the age determined in such a program, accompanied by two paying adults, are granted discounts for the package as a whole or for individual services of the package. The conditions and the amount of individual discounts are specified in each particular travel package program. If a given program does not list any special discounts for underage persons travelling with two adults, the package in question does not foresee any such discounts.

## **XXVIII. UNDERAGE TRAVELLERS**

If a person travelling abroad within a tour/trip organised by SINTA is under 18 years of age at the time of travel, this person is bound to submit a filled-out certificate or statement attesting that the parents or guardians of the underage person agree to him/her travelling on a package tour/trip organised by SINTA at the minor's own or the parents' or guardians' responsibility at the departure. If an underage person does not submit such an attestation, this person cannot travel with SINTA, and SINTA reserves the right to deny such participation immediately before departure without granting any compensation.