

Tur Tur Turizem d.o.o. Ljubljana - General Terms and Conditions in organizing tourist arrangements

General terms and instructions are an integral part of the contract, signed between the Tur Tur Turizem d.o.o. Ljubljana or authorized agency and the traveler, who signs up for the selected tourist program. If there are additional conditions, provisions or changes, that are listed in the program, then those statements, written in the program, are valid (applicable).

1. Application (registration)

The passenger can apply for a tourist arrangement, organized by the Tur Tur Turizem d.o.o. Ljubljana at its tourist office or an authorized agency. For this purpose Tur Tur Turizem and the passenger enter into a contract, which is also a confirmation of the booking and contains information about the traveler's tourist package or it refers to the arrangement program where the information is given. When registering the traveler is responsible for all the information and the documents required by the travel program, and is obliged to pay a registration fee and cost of application or reservation.

For its services, Tur Tur Turizem charges standard reservation costs and costs to draw up tenders for the sale of tourist packages in the amount of € 6.00 per application for one-day trips/travels (lasting 1 day) and € 15.00 per application (voucher) for all other travel arrangements. When composing complex bids, Tur Tur Turizem charges a security (bail) to draw up tenders in amount of € 30.00.

In case that a passenger (when registering) does not provide the correct and true personal and other required data, the passenger is responsible for all costs or consequences arising out of erroneous information. Traveler's registration is binding. It may be waived only in accordance with the provisions of the travelers' trip cancellation referred to in these Terms and Conditions. For binding expressions (registrations), in addition to explicit written application or a signed contract is also considered each order, transmitted orally or in writing, containing the name and surname of the passenger and other participants, credit card number or other payment instrument identification, payment of the registration fee or a part of that fee, or an action, which indicates that the passenger conveyed a binding registration or an application, containing any of the specified data.

By booking based on inquiry, the traveler pays security (bail) for an amount that depends on the scale of cancellation charges of the responsible organizer and the anticipated date of departure, and is not less than € 30.00. When registering, a passenger signs a reservation contract (registration form). In this way, all that is stated in these Terms and Conditions or the conditions of the responsible organizer, becomes a legal liability, both for passengers and for the organizer, if any such booking based on inquiry is confirmed by responsible organizer.

If the passenger decides to book an option (demand or supply) by the organizer, then those contract terms are valid, that are marked on the option document. Option does not apply and is not binding in the case of force majeure or termination of applications.

The program of the trip is an integral part of the contract. In the event of discrepancies between the contract terms and program for which the passenger applies, conditions of the program are applicable (valid). In case that there are changes in the implementation of the program or changes in transport, passengers shall immediately be informed of that in writing, no later than 5 days prior to departure and that is when the new conditions for the execution of the voyage are applied (valid). In accordance with the Law of Obligations, passengers can respond to program change. Tur Tur Turizem can not accept responsibility for changes to the program due to the occurrence of any force majeure. In these cases, Tur Tur Turizem can ensure passengers services in a modified form, according to the existing options. In the event that Tur Tur Turizem cancels the travel, the passenger has the right to reimbursement of the price paid for the arrangement. In the event of cancellation by the Tur Tur Turizem, the passenger is not entitled to reimbursement of the cost of the visa required for entry into the country, which is to be traveled, or the cost of vaccinations that were required by the program.

Tur Tur Turizem is not responsible for the delay of aircraft, ships or trains, as well as for program changes that would occur as a result of such delays. In the event that on the spot there is no option for traveller accomodation at the comissioned tourist facility, Tur Tur Turizem can accomodate passengers in the same place in another facility of same or higher category.

2. Payment

The date of payment is the day on which passenger makes the payment in Tur Tur Turizem or an authorized agency or when Tur Tur Turizem receives a payment to the bank account.

When registering, passengers must make advance payments of 30% of the price (or as stated in the travel program) and also pay the reservation costs. Passengers must pay the rest at least 8 days before travel or as stated in the contract or the program.

In case that the remaining part of the contractual obligations is not paid by the passenger or his application site within the prescribed period, it shall be deemed, that the passenger has terminated the contract of travel. In that case the provision for travelers termination of the journey of these Terms and Conditions are used reasonably.

Timely and properly paid advance registration fee and application costs guarantee the passenger, subject to the conditions set out in these Terms and Conditions and subject to the conditions laid down in the program, participation or vacancy in a particular facility or tourist trip.

At departure, a passenger is obliged to present the head of travel a document, that proves the arrangement has been paid (referral / voucher or certificate of payment); otherwise the head of travel does not accept the passenger on a trip or to the implementation of the arrangement.

The passenger can pay with cash or with other established means of payment. In the event of non-cash payment of the tourist package or other Tur Tur Turizem services and in accordance with the terms of non-cash transactions of financial institutions, in the case of repayments, Tur Tur Turizem does not pay out cash (in no way), but the traveler can claim a credit note if he / she is entitled to it.

When the passenger's travel package is booked by the authorized travel agency, all provisions of this section are also applicable to the authorized travel agency.

3. Telephone sales of tourist packages or sales via the Internet

In the case of telephone sales, or sales of tourist packages over the Internet, the contract shall be deemed to have been concluded in the case of an agreement of payment with the order for payment or any other payment by forwarding personal data of passenger and other participants. In this case a passenger is obliged to pay the commissioned service upon receipt of payment within 5 days of the executed application, unless otherwise specified or agreed longer or shorter period. In the event that the passenger does not pay within this period, it shall be deemed that a contract has not been concluded and the service was never commissioned.

It is considered that the passenger has accepted the provisions of these general terms and offer the moment the phone or internet order of tourist arrangement or travel has been made.

In the case of a commission and/or sales of tourist package or travel via the Internet, these general terms and instructions for package tours, that are available on our website www.turtur.si, are valid.

4. Prices

Prices of travel arrangements are set by the travel program or tourist arrangement and are valid from the date of publication of the program.

Tur Tur Turizem reserves the right to change the prices in the program, if there is a change in currency exchange rates or a change in the rates of transporters (carriers), which affects the cost of travel, in accordance with the law governing the obligations and regulations in force in the Republic of Slovenia. The passenger is informed of the possible change in travel price by Tur Tur Turizem no later than 20 days prior to departure (in writing). If the agreed price increase exceeds ten percent, a passenger may withdraw from the contract without having to pay damages and shall have the right to get back what he/she paid the organizer. Prices are in EUR (euro).

Tur Tur Turizem can set the tourist arrangement price in the program, while explicitly stating that the price may increase, if the certain number of passengers will apply or other precisely defined conditions appear. Passenger applies at the optimal (lower) price, but is made aware (in writing) and irrevocably agrees with the changed fee and the additional payment of difference between optimal and minimal participation of passengers. In case a small number of passengers applies for the tourist arrangement, the passenger is notified of the changed conditions (in writing) at least 7 days prior to departure. Passengers can also withdraw from the new price of the program, but Tur Tur Turizem keeps reservation costs (in section 1. APPLICATION).

Tur Tur Turizem can determine in the program that the traveler pays for services that are performed on the spot and in a manner that is stated (anticipated) in the program. In this case, Tur Tur Turizem does not act as an organizer, not a broker, but mere informant. In this case, a passenger makes all reclamation claims solely from the service contractor on the spot. These are all the services that are usually not included in the price of arrangement and are listed for information on individual preferences (special meals, entrance fees, ...) or they require additional charges according to the program (visas,

airport taxes, SR ...), so the passenger pays for them separately. Passenger expresses a desire for additional or special services at registration (application) and is charged at the price arrangement. During the travel passenger is charged for specific services by trip leader or representative of Tur Tur Turizem, in the place where the service is provided and in the relevant currency. Potential benefits and discounts are mutually exclusive and are not cumulative. If more discounts are estimated, the passenger can choose the discount that suits him/her the best.

5. Services included in the price arrangement

If not otherwise specified in the program, the price of arrangement includes transport, accommodation and catering services listed in the tour program, as well as travel arrangements, VAT and basic accident insurance. If not otherwise specified in the program, prices of each tourist package are per person, for accommodation in standard double rooms, with no guarantee views, balconies, etc. and they only offer a basic living standard. If the passengers desire an accommodation of three persons in one room, passengers are reminded that the third bed is an extra in the room and therefore not always equivalent to the basic bed, but the price of the travel remains the same. That way we are enabling the passenger to avoid the extra charge for a single room. If there are some specialties, they are listed in the price list of each country. Food, comfort and other offer is under the control of local tourist organizations. Standards of tourist offers among selected targets/destinations are different and incomparable. Food also is adapted to local habits.

6. Additional services and charge

Special services are those services that are not included in the price of arrangement (single room, special diet/food, additional trips) or the program states (anticipates) additional charges for them (visas, etc.), so the passenger has to pay for them separately, unless otherwise specified in the program. If there are special or additional services available in an individual arrangement, the passenger makes an additional payment (for those services) to the price of arrangement at the time of application on the application site. The number of passengers, that is necessary for the implementation of the trip, is stated in the program. In the case of an individual requests to travel, a passenger can leave it to the agency to try to find him/her a partner or a passenger on the same journey, that the passenger will share a room with, but otherwise the individual registered passenger will be charged an additional payment for the 1/1 room (at application/registration).

7. Passenger cancellation or travel change

The passenger has the right to cancel the trip, which he / she applied for. The cancellation of the trip is required to be in a written form, otherwise the cancellation is ignored. Written cancellation must be in the form of signed application form, a sent fax message or an e-mail. In this case, Tur Tur Turizem has the right to cost reimbursement for trip cancellation, the amount of which depends on the time in which the traveler submitted the cancellation:

- Up to 30 days before departure: 7% of the final price
- 29 to 22 days before departure: 20% of the price
- 21 to 15 days before departure: 30% of the price
- 14 to 10 days before departure: 50% of the price
- 9 to 1 days prior to departure: 80% of the price
- Within 24 hours before the service: 100% of the price

Notwithstanding the foregoing cancellation costs, some cancellation costs can also be higher, when they are conditioned by terms of travel organization, that are dictated to Tur Tur Turizem by the valid conditions of sale and are conditioned by business partners, which the passenger is informed of in writing. During the trip, passengers may only terminate the journey at their own request, on the basis of a written statement of withdrawal. In the event of interrupted travel, the passenger is not entitled to cost reimbursement at the return.

8. Cancellation risk

If a passenger, when registering for the trip, states the possibility that due to certain circumstances (which may appear to him/her or in his/her immediate family) he/she will not attend the trip, the passenger can pay the cancellation risk, which could be concluded no later than the day of booking

confirmation and is valid only in cases of official appeals, unexpected deterioration of health or death in the immediate family (spouse, parents, children) and may only be exercised when an adequate certificate is presented, which must include the following: date of impaired health, a brief history of the disease, which made the travel impossible for the passenger (insurant), type of therapy, and the fact that sickness absence coincides with the start of health deterioration.

Cancellation risk is 5% of the value of the basic price of the trip. The program may also specify a different rate of cancellation risk or it may state that the cancellation risk is not possible. Regardless of the cancellation risk, Tur Tur Turizem is entitled to reimbursement of administrative costs in the case of passenger travel cancellation, which account for 15.00 EUR per referral form / travel voucher and the right to withhold the amount paid for cancellation risk. In the case when the contract includes the purchase of an airline ticket, Tur Tur Turizem, in addition to administrative costs, also withholds the Reservation fee (TSC). Tur Tur Turizem does not assume responsibility for other potential costs incurred by the passenger due to trip planning or other tourist services under a contract of travel (for example, the cost of vaccination, visa, travel expenses, etc.).

The passenger has the right to seek reimbursement of payments on the basis of paid cancellation risk, if the contract for the journey due to the above reasons is terminated no later than two hours before departure. The start of a travel, which begins with organized bus, air or ship transport, is considered to be the time of bus, air or ship departure. If the tourist package does not include an organized transportation, the beginning of the travel is considered to be the exact time (hour) when the passenger can actually assume accommodation facility. In case that a passenger does not begin the travel on the day, designated as the beginning of journey and did not cancel the trip in a written form before the start of the journey, the passenger shall not be entitled to claim for a refund on the basis of paid cancellation risk.

It is also thought that the passenger did not begin the travel or withdrew from the contract, if the passenger is not accepted by the transport carrier (air, ship, bus, etc.) for whatever reason, that may be safety or operational in nature, regardless of whether it has happened at the beginning of a journey or when traveling. In such event a passenger is liable for all damages and can not claim any refunds on the basis of a paid cancellation risk. The passenger also does not have the right to reimbursement from the cancellation risk in the case he/she does not provide an adequate written evidence of any legitimate reason for trip cancellation.

The claim for cancellation risk enforcement can not be exercised after the date of beginning of the travel, and also not for the unused portion of travel time. In other cases of documented force majeure, that are not part of the events, included in the cancellation risk, and which make the passenger terminate or withdraw from the travel contract, Tur Tur Turizem has the right to recover all its costs already incurred, as well as those resulting from the travel cancellation itself. Force majeure must be documented with the official documents and must be such, that could not be foreseen or avoided before the contract conclusion. In case the passenger decides to conclude cancellation risk personally at one of the insurance companies, the passenger's rights that come from the cancellation risk are exercised in that insurance company according to the applicable terms and conditions of doing business of that same insurance company. The procedure of claim settlement and the time of claim settlement is the responsibility of the insurance company, through which the cancellation risk is signed. Communication with the insurance company is lead and managed by the passenger himself/herself.

9. Travel documents

A passenger who is registering for travel abroad, must have a valid individual passport or some other valid and adequate personal identification document, with which the passenger can enter individual country. In the case that some countries condition the entry to the country with a specified period of time validity of the travel document before the expiry of that validity on the date of entry, the passenger is required to pay attention to these terms alone. Tur Tur Turizem warns the passenger of this condition in the notice of departure (in a written form), but shall not be liable for potential complications or forced termination of the passenger's travel. Due to the requirements of international passenger transport (air, ship, bus ...) the passenger is required to provide all necessary information at registration about all the travel participants, that he is registering. All data must fully match the data in the official documents, which are required to be carried with by the participants in accordance with the rules of crossing the state border and the relevant foreign legislative acts. In the event that erroneous data cause delays, additional costs or interruption of the travel, the passenger is responsible for all costs incurred to the travel participants.

The passenger is required to obtain visas for the countries to which he / she travels and perform vaccinations, that are required for these countries, prior to travel or by the deadline, which is specified

in the program. If the passenger fails to comply with this obligation, Tur Tur Turizem acts according to terms of the travelers' trip cancellation. In case that Tur Tur Turizem is trying to obtain a visa for the passenger, it does not guarantee the success of obtaining a visa. Tur Tur Turizem does not refund costs for obtaining visas for the passenger. In case of refusal of entry into the country or other obstacles, the passenger shall bear all costs. Tur Tur Turizem's intervention in obtaining a visa is not included in the price of the trip, therefore it shall be paid separately. It is thought that the passenger is trying to obtain a visa by himself / herself, when the passenger fails to deliver Tur Tur Turizem the necessary documents for visa arrangements within the time limit specified in the program or offer.

10. Notifications prior to departure

The passenger receives a final notice no later than 5 days prior to departure. If a passenger is not notified within this period, Tur Tur Turizem politely asks the passenger to contact and inform Tur Tur Turizem about it. Damage that would result from the passenger or the applicant giving an incomplete or incorrect address for the purpose of fulfillment of referral / voucher or contract, shall be borne by the passenger.

11. Foreign exchange and customs regulations

Passenger, traveling abroad, is required to comply with all foreign exchange and customs regulations. If the passenger is prohibited to continue the travel due to an offense, the passenger alone shall bear all the consequences and costs incurred in doing so.

12. Cancellation or modification of the program

Tur Tur Turizem (based on the applicable legal regulations) reserves the right to cancel the trip no later than seven (7) days prior to departure, or at least two days before leaving for a day trip, if the trip reported an insufficient number of passengers. Otherwise, the minimum number of passengers in the particular means of transport is as follows:

- Travel by bus less than 35 passengers
- Travel by scheduled airplanes (regular) in Europe at least 15 passengers
- Travel by airplane on intercontinental routes at least 15 passengers
- Travel by specific airplanes, trains or ships of at least 80% occupancy

Tur Tur Turizem reserves the right to full or partial withdrawal from the contract, in case that exceptional circumstances occur before or during the trip, that could not have been expected, removed or avoided. Tur Tur Turizem reserves the right to change the date and time of departure on a trip in the event of changes in air schedules or in the case of force majeure, as well as the right to change the direction of travel when traveling conditions change, such as new timetable, uncertain situation in the country where the program is organized, natural disasters or other unforeseen causes, which can not be influenced. Without any compensation, and under current regulations in passenger traffic, Tur Tur Turizem is not responsible for changes to the program due to the occurrence of force majeure during the course of the program. Passengers can be provided with services in a modified form only in special circumstances but within the agreed place and in the same or higher category, while the costs remain the same for the passenger. In case that Tur Tur Turizem cancels the travel, the passenger has the right to a full refund of the price paid for a tourist arrangement, but does not have the right to a refund of the cost of visas required for the country, which should be traveled or the cost of vaccinations that were required in the program. Tur Tur Turizem notifies passengers about any changes in the program before departure. The final schedule of sightseeing tour is determined on the trip, so that the program is consistent with the best weather and schedules for sightseeing. Tur Tur Turizem is not responsible for the delay of airplanes, ships or trains, and also not for the forced changes of the program as a result of such delays.

13. Complaints and appeals

A passenger is obliged to file a claim within two months from the date the service was improperly carried out. In the event that a passenger misses the statutory deadline for filing a complaint, Tur Tur Turizem does not address the content of the complaint. Without a written complaint the requests for price reductions, compensation and other claims are not addressed. Passengers should send a written complaint to: Tur Tur Turizem d.o.o., Pohorskega bataljona 139 C, 1000 Ljubljana.

The complaint must be signed and it can be filed by each passenger on his / her own behalf or the passenger can authorize a third party (in writing) for this purpose. The authorization must be enclosed with the complaint, otherwise Tur Tur Turizem will not consider such a complaint.

The claim must be substantiated. Passengers should therefore enclose appropriate evidence or equivalent proof of the actual facts, on which the passenger makes the claim, from a hotelier, transporter or other adequate persons.

Passenger is requested to inform in writing any irregularities or deficiencies during the tourist arrangement contract period on the spot or to an authorized representative. In case that after judging the content of complaint, it is found that the complaint could have been resolved on the spot (for example, lack of cleanliness, equipment, location, etc), and the passenger did not complain about it on the spot and failed to report the irregularities to the above mentioned persons, it shall be deemed that the passenger has agreed to such service and has thus lost the right to file a subsequent claim by requiring a lower price of services or payment of damages.

Tur Tur Turizem is obliged to respond for the first time in writing to the passenger in eight days after a complaint is received, and should give a definite response within a reasonable period required to obtain information about the cause of the complaint or the time required to obtain information from third parties in accordance with the 892. article of Code of Obligations. As long as the organizer does not give a decision, the passenger is asked not to forward the complaint to another person, judicial institutions and not to provide information to the media and other audiences/publics.

If by the fault of Tur Tur Turizem a program or certain services are not carried out, the passenger has the right to compensation in the amount of the real value of services that were not carried out. This provision does not apply in the event that the Tur Tur Turizem is entitled to terminate the arrangement or make changes to the program, in accordance with the provisions of these General Terms and Conditions and the law.

14. Classification of accommodation facilities

Classification of accommodation facilities in Tur Tur Turizem programs is marked with a number of stars or category of objects. Facilities in each category are classified by the law of the country (that is valid (in force) at the time of issue of the program), in which they are located; they are not categorized by Tur Tur Turizem, therefore Tur Tur Turizem is not responsible / liable for them, except when specifically indicated, that this is an estimate of Tur Tur Turizem. Standards of tourist offers among selected destinations / targets are different and incomparable.

15. Sales and intervention arrangements

Tur Tur Turizem can be a mediator in concluding the contract for services in programs of other organizers. This is not acting as an organizer, but only as an intermediary. In such cases, Tur Tur Turizem is responsible for information and communication. Tur Tur Turizem transfers information, received from the organizer, to the passenger. All programs, where Tur Tur Turizem acts as an intermediary, are specifically indicated. Tur Tur Turizem is stated as an intermediary on the form / voucher. Terms of registration, payment and possible cancellation of travel are in accordance with the valid terms of the organizer. Any complaint is resolved by tour organizer. Tur Tur Turizem can intervene in solving the complaint or assist the passenger or organizer in mediation.

16. Luggage

Tur Tur Turizem is not responsible for lost or damaged baggage. The passenger (himself/herself) should report lost or damaged baggage to the transporter (carrier) or hotel. In air transport the airline company is responsible for luggage, based on the regulations in force in the international air passenger traffic. In case of lost luggage a passenger should fill out airline's PIR form and hand over the completed form to the airline representative (with a copy retained for himself/herself). Based on the form, the airline pays a passenger a compensation according to the regulations in force in international passenger traffic. Tur Tur Turizem is not responsible for theft or damage of the passenger's baggage or other personal belongings, valuables and documents from the accommodation facilities (hotels, apartments etc..) and means of transport (airplanes, buses, ships, etc..).

17. Loss of documents

If the passenger, while traveling, loses the documents or the documents are stolen, but they are required to continue the journey or return home, the passenger must provide new documents at his / her own expense. In arranging the formalities relating to documents, the manager or representative of the travel agency may be of assistance. However, if a passenger has to interrupt the travel because of lost / stolen travel documents, the passenger shall not be entitled to a proportional refund of a paid travel.

18. Health regulations

According to the rules of the World Health Organization, certain countries require the passenger to be vaccinated and to provide an appropriate document. Vaccination is compulsory even if such a regulation is adopted after the conclusion of the application / voucher - this is not a justifiable reason for terminating the contract. In the event that the program states or require certain vaccinations, the passenger must provide an international passenger certificate - yellow book, inscribed with vaccinations carried out. Tur Tur Turizem is not responsible for any complications or passenger exiting the program because of the passenger's failure to comply with health regulations of the country in which he / she is entering, or program to which he / she applied. In the event that a passenger is not properly secured during travel and need urgent medical attention, the passenger shall bear the costs that flow from it.

19. Use of data

Tur Tur Turizem protects all data on passengers in accordance with the Law on Personal Data Protection. It is considered that the passenger agrees to the use of this data for statistical purposes and to inform, with the signing of the contract.

20. Final regulations

In case of a dispute between the parties, all disputes are subject to jurisdiction of the competent court at the place where the consumer resides. These general conditions apply to all contracts entered into from the date of publication of general conditions.