



**PREMIKI zavod za svetovanje, promocijo in razvoj dostopnega turizma Ljubljana**

**PREMIKI Institute for counselling, promotion and development of accessible tourism Ljubljana**

## **Premiki General Terms and Conditions**

### **Part One Introduction**

- Premiki zavod za svetovanje, promocijo in razvoj dostopnega turizma Ljubljana (in the following referred to as the Agency) sells own travel arrangement packages, whereby it acts as the organiser of the travel package, and travel arrangement packages by other travel providers, for whom the Agency acts as an authorised agency.
- These General Terms and Conditions apply to travel packages owned, sold and organised by Premiki. Travel packages organised by other travel providers and sold by Premiki are subject to their respective general terms and conditions. The organiser of a travel package is stated in travel catalogues, programmes, and most importantly, in a travel package contract or arrangements that have been booked. Unless stated otherwise, the travel package is carried out under organiser's terms and conditions. If the latter are not available or fully available at the moment of signing the contract or booking a travel package, these General Terms and Conditions apply.
- The travel package contract consists of the travel programme, listed prices of the package contents and the general terms and conditions of the organiser.
- Also, Cenik storitev (*the List of services and prices*) and Informacije in stroški poslovanja (*Information and Operating costs*) available at the office and the Website of Premiki may be constituent elements of the contract.

### **Booking And Payment**

- Upon booking, 30 % of the travel arrangement value is to be paid, the outstanding balance, 70% of value, is to be paid no later than 10 days prior to departure date.
- When booking upon request (RQ), the customer is obligated to pay a deposit in case he or she should cancel the travel arrangement. The amount of deposit depends on organiser's potential costs as presented in cost-ranking charts and the foreseen departure date.

- Upon booking the request, the customer must sign a contract. The request, if confirmed by the organiser, becomes a legally binding document for both, the customer and the organiser, and a subject to organiser's general terms and conditions.
- The customer is fully responsible for the losses resulting from incomplete or inaccurate information that he or she provided at booking or at signing the contract.
- The travel arrangement accepted by the customer is legally binding, therefore, the customer can cancel the arrangement (contract, agreement, application) only under organiser's terms and conditions. If the organiser is the Agency, these General Terms and Conditions apply (see section Cancelling the Travel Package, Part Two).
- A travel package is considered legally binding when a written application has been submitted, a contract has been signed and confirmed, furthermore, when a request has been placed, either in written or spoken form and communicated by telephone or internet, providing that the person placing the request has stated his or her full name, date of birth and address, as well as those of the fellow travellers.
- The date of the contract is the date when the customer agrees to accept the travel package offered by the Agency. Customer's acceptance of the offer need not be in writing, the oral statement is sufficient for the Agency to confirm the booking, that is, to confirm the contract by signing it. The travel package confirmation is issued for the customer. If, however, selling travel packages and services, making offers, communication are done by telephone or Internet, the date of the contract is the date when the confirmation of customer's acceptance of the offer is sent by the Agency to the customer by registered mail.
- The payment can be carried out by money transfer or money order payable to Premiki bank account.

## **Fees and Prices**

A booking fee in the amount of 15 EUR is to be paid at:

- booking a travel package or
- signing the contract

At customer's request certain modifications of a travel package can be done, such as the names and the number of travellers or the accommodation type, providing that the request has been placed in time to allow for the changes to be made.

The service of modifying the package is charged according to the price list of organiser, but not less than 8 EUR per person or modification.

## **Insurance Cover against Cancellation**

If a travel package is cancelled, the costs resulting from cancellation will take place, (see section Cancelling the Travel Package, Part Two).

To avoid paying for costs and expenses arising from package cancellation, the customer can take an insurance policy and pay cancellation cover charge. The policy applies to certain circumstances which may prevent the customer and/or fellow travellers to use the travel arrangement, for example deterioration of one's health, an accident, death of the customer or immediate family members, etc. The reason for a cancellation must be submitted in writing.

### **Travel Documents (Visas, Passports, Health Certificates)**

The organiser is responsible to provide information and instructions on documents (visas, passports, health certificates) needed to enter the country of destination and the customer is obligated to follow the instructions. Such instructions usually refer to visas, validity of passports, health certificates and other permits concerning health and border crossing. Generally, the passport must be valid for another 6 months from the date of entering a country. For a fee, Premiki will apply for a visa on behalf of the customer and/or fellow travellers. In addition to the fee, the customer must pay the administrative costs of issuing the visa, the amount of which may vary across the states of destination. (Detailed information is available on purchase).

### **Customer's Responsibilities**

- The customer has to make sure that he or she personally, his or her documents, and the luggage comply with the regulations concerning border crossing, customs and health of own country and of destination country. Moreover, the customer must abide by the rules of catering and accommodation facilities and cooperate with the organiser's representative, guide or service provider. Should the customer refuse to act appropriately and responsibly or even cause damage, the financial obligations will be borne by the customer. The organiser or the authorised agency refuse any responsibility for the costs and expenses incurred by the customer.
- Customer is expected to follow the information and instructions on visas, validity of passports, health permits and certificates (e.g. vaccination), which are required to enter the country of destination. For a fee, the Agency will apply for the visa on behalf of the customer, who will also pay the administrative costs of issuing the visa. These costs may vary across the states of destination. (Detailed information is available on purchase).
- Premiki cannot be held responsible for delays in consular services (issuing visa and sending it back in a timely manner, not granting visa, loss of documents) or other services outside Premiki domain, for example postal services, all of which may result in failing to receive documents in time or receive applications not granted. In such instances the customer is not entitled to reimbursement for the fee paid even if the travel arrangement cannot be carried out as programmed.

### **Booking by Telephone**

- When booking is made by telephone, the customer is required to make the payment within the following 3 days after the telephone call, unless stated otherwise. If the customer fails to do so, the booking is cancelled, that is, the contract is null and void

under the act of obligations.

- When booking is made by telephone or online, it is considered that the customer has accepted the offer, the reservation process, the provisions of these General Terms and Conditions, the Information and the special terms with relevant provisions concerning the travel package in question, all of which are available on the Premiki website in the moment when booking is made.
- Unless stated otherwise, booking a travel package by telephone has to be done no later than 18 days prior to departure date.

### **Use and Protection of Personal Information**

Agency is responsible for using and protecting all personal data in compliance with the Privacy Act, which states how personal information must be handled. By signing the contract, the customer agrees that his or her information can be used for statistical surveys and for purposes of sending information on travel packages, special offers and the similar.

Customer may decide that his or her personal information, that is needed to book and carry out a particular travel package, will not be used for any other purpose. The customer must state that clearly at booking the arrangement.

### **Validity and Applicability of these General Terms and Conditions**

These General Terms and Conditions, effective as of January 3, 2019, apply to all contractual agreements thereafter. If these General Terms and Conditions are not beneficial to the customer to the extent provided by the relevant acts and provisions issued by the Republic of Slovenia, the latter will apply.

### **Categories of Accommodation Facilities and General Information on Services**

- Accommodation facilities listed in programmes are rated according to the official national category criteria of each destination country. The organiser does not have any control on how the accommodation facilities and services are rated. The standards of travel and tourist services may be considerably different from the ones in Slovenia or the Western European countries and the criteria may not be comparable across selected destinations. Therefore, it is recommended that one should book a higher accommodation category when in doubt, for example, a four-star instead of a three-star hotel.
- Organiser cannot be held responsible for inaccurate information, written or spoken, on the part of the authorised agency; organiser is responsible for the services as presented in the programme.
- Food, services, the beach and other accommodation traits are under domain of the local tourist organisations and outside organiser's influence.
- Special attention must be paid to the programmes of all-inclusive travel packages. Read the programme carefully, not all such packages carry the trade mark of Magic

Life, RIU, Grecotel. Usually, the term all-inclusive stands for a full board service (breakfast, lunch and dinner), every meal comes with complementary drinks. Some hotels feature diverse animation programmes and sports activities at no extra charge. The beach props like sun shades or deck chairs may also be included in the all-inclusive package price.

## **Flights - Timetables and Airplane Tickets**

- The Agency reserves the right to change the flight schedule, type of aircraft, the carrier or the flight route (flight stops, alternative airports, etc.) due to various technical and organisation reasons. Air traffic congestion, strikes or unfavourable weather may result in delays which are outside organiser' influence and responsibility.
- The forementioned changes do not modify the travel package since the first and the last day of a travel package are intended exclusively for transportation, that is, arriving to and departing from the destination, not for leisure or other activities.
- Any delay of the connecting flight, causing delays in subsequent flights lies exclusively at the customer's risk.
- If a travel package includes a flight, it is important that the name of the carrier or the authorised IATA agent responsible for the sale of the air ticket is evident from the contract. Usually, the name of the organiser in charge is stated on the first page of the contract. Apart from the accuracy and validity of the tickets issued, the organiser in charge is responsible for all travelling circumstances, such as the carrier, flight schedules, restrictions concerning transfers, cancellations, refunds, and changes of the passengers' names. These information must be evident from the air ticket. Only the carrier is responsible for decisions on ticket cancellation expenses.
- Especially with charter flights it is recommended that the one should arrive at the airport and check-in at least two hours before departure is scheduled, as early take-offs are possible for charter flights. It is customer's responsibility to arrive at the airport in time to take the booked flight. There are no refunds for missed flights. If you miss your flight, the staff or the organiser's representatives at the airport will answer any questions you may have.
- Customers who have booked a flight-only service are obliged to confirm the return flight with a partner agency on-site at least 48 hours prior to departure. The contact information of the agency at destination is evident from travel documents, i.e. air tickets. In flight-only purchases the transfers are not included in the price of the tickets.

## **Accommodation and Customers expressing Wishes on the Spot**

- Unless the customer has paid for a room with special characteristics (view on the sea, balcony, equipment, separate beds, position - orientation, certain floor, etc.), the customer will accept a room which is officially classified as a suitable accommodation type. Assigning the rooms to the hotel guests is entirely at hotelier's discretion. The organiser exerts no influence on that matter, the organiser can pass the wishes of the customers to the attention of the hotel staff, but there are no guarantees that the wishes will be granted.

- When accommodated in a single room, the customer must be aware of the lower standards of the room compared to a double room. Usually, a single room is smaller and poorly positioned.
- When three persons are accommodated in one room, they must be aware that in most cases the accommodation is in fact a double room with an extra folding bed. Compared to the other two, one guest will lack some comfort. Often, a folding bed is smaller and less comfortable than a regular bed and it is mostly suitable for a child. Also, an extra bed will slightly limit the movement in the room.
- Usually, the rooms are changed and prepared for newly arriving guests between noon and 2pm. On the day of customer's departure, the room should be vacant by 10am. The exact time of entering or leaving the room is subject to the hotel policy.

## **Part Two**

### **Contents and Organisation of a Travel Package**

- The following provisions, along with the provisions of Part One of these General Terms and Conditions, apply to travel packages organised exclusively by Premiki Tourist Agency (for reasons of clarity the short name Premiki, also referred to as the Agency, is used in the following) and for the instances of the second paragraph of introduction, Part One of these General Terms and Conditions.
- The Agency will implement the travel package as published in the programme.
- Furthermore, the Agency will implement the travel package with care and in full extent, as described in the programme, unless some extraordinary circumstances take place (war, riots, strikes, terrorist activities, sanitary barriers, natural disasters, interventions by state authorities, etc.)

### **Prices of the Travel Package**

The Agency reserves the right to change the prices of the arrangements, including those that have already been signed and confirmed. This is usually the case with the price-increase of transportation services, or if the exchange-rate of the currencies changes, and so does the calculated value of the arrangement. If the price increases by 10 percent at maximum, the customer's consent is not necessary. If the price-change exceeds the limit of 10 percent, the customer has the right to cancel the contract without any further obligation.

### **Changes of the Programme**

- In the event of extraordinary circumstances that could not be foreseen, avoided or prevented, the Agency has the right to change the programme (see the above section Contents and Organisation of a Travel Package).
- During the travel it may turn out that accommodation as specified in the contract is not available. The Agency will provide another facility of the same or higher category to accommodate the customers.

The Agency will carry the burden of extra expenses in full.

- Air carriers reserve the right to change the flight schedule, which may happen just before departure, but the passenger must be informed in due time.
- Due to organisation or weather related reasons, the Agency reserves the right to change the programme (the sequence of events) so it fits best to current circumstances without limiting the contents of the programme.

### **Agency's right to cancel, change or terminate an arrangement**

- In the event of extraordinary circumstances the Agency reserves the right to cancel or change, fully or partially, an arrangement as programmed before or after it has started, (or terminate an arrangement that is being in progress). If such circumstances could have been foreseen, avoided or prevented in time, the organiser would have had a reasonable alternative not to publish or sell the arrangement.
- The Agency reserves the right to cancel an arrangement if the number of people who have booked that particular arrangement is not sufficient to carry out the arrangement or if the number of bookings made initially has been subtracted by cancellations and now the total number of bookings does not reach the required minimum. If the programme is not clear on the minimum number of passengers needed to implement different types of arrangements, the following criteria will apply the minimum number of passengers to carry out:
  - a tailor-made programme with a guide, is 6
  - a tailor-made programme, no guide, is 1
  - a programme including a bus transportation, is 45
  - a programme including air travel, regular lines, is 25.
- In case of cancellation the Agency is obliged to inform the customers at least seven days before the arrangement is going to be cancelled. The Agency does not assume any responsibility to compensate the customers for potential damages. The customers are refunded the total sum of money that has been paid for the travel arrangement.
- The Agency reserves the right to change departure date and time due to changes in flight schedules or due to a higher force; the Agency may also choose alternative directions and routes if the travelling conditions change (new timetables, uncertain situation in the country of destination, natural disaster or other unexpected developments that organiser has no control of) in which case the Agency is not liable for any compensation to the customers, as stated also in the provisions on passengers' transportation.
- The Agency is not responsible for delays of aircrafts, ships or trains, and the changes of arrangement programme resulting from such delays. Often in such cases, a part of the programme is not carried out. However, the customer is not entitled to be compensated for the damages of impaired arrangement nor for the proportional part of package value reduction.

- In case of cancellation, the customer is not entitled to a refund of visa or vaccination expenses that were required for a particular arrangement programme.

### **Cancelling the travel arrangement by the customer**

If the customer decides to cancel the travel arrangement, he must do so in writing. The date of written cancellation and notification to the Agency (when postal services are used, the date of registered mail is considered to be the cancellation date) may have significant bearing on the amount of cancellation costs. The costs are ranked as follows:

- 10% of travel arrangement value if cancelled at least 30 days prior to departure date
- 20% of travel arrangement value if cancelled in the period of at least 22 - 29 days prior to departure date.
- 30% of travel arrangement value if cancelled in the period of at least 16 - 21 days prior to departure date.
- 50% of travel arrangement value if cancelled in the period of at least 8 - 15 days prior to departure date.
- 80% of travel arrangement value if cancelled in the period of at least 3 - 7 days prior to departure date.
- 100% of travel arrangement value if cancelled 2 days or less prior to departure date, or if the customer does not show up at departure (no show), or if the cancellation is done after the travel arrangement has already started as programmed. The booking fee and the cancellation cover charge are not included in the value of the travel arrangement.
- However, if cancellation cover charge has been paid, the customer is eligible to be reimbursed as stated in section Cancellation Risk Insurance, Part One. (Detailed information is available on the premises or at booking.)
- The criteria above are valid for cancelling travel packages upon request (RQ), see section Booking and Payment, Part One.
- If the customer terminates an arrangement in progress, before it is scheduled to end, the customer is not entitled to be reimbursed for the part that was not used.
- The above stipulation is valid, unless the travel arrangement programme states a different set of cancellation refund criteria, which must be used instead.



## **Agency's Responsibilities and Obligations**

- Working with carefully selected business partners, the Agency aims at delivering high quality services for the customers, working in customers' best interests in accordance with good business practices.
- The Agency will provide services as stated in the arrangement programme and will resume responsibility for those that might not be realised in full or not realised at all. In case of extraordinary circumstances, the Agency rejects any responsibility for services not provided due to a higher force, including delays in transportation for which the transportation provider is not accountable, conforming to legal provisions and international conventions (see section Contents and Organisation of a Travel Package).
- The Agency is not responsible for services offered and implemented by local providers, for example, local trip organisers.

## **Luggage**

- Air transportation of passenger's luggage is free-of-charge up to a certain weight load, usually from 15 to 20 kilograms. The exact weight is determined by the carrier. However, every additional kilogram is charged according to the carrier's price list. Please note, that the luggage of children who have not reached the age of two years is not free-of-charge.
- Transportation of luggage takes place at passenger's risk. The organiser is not responsible for lost or damaged luggage during transportation nor for luggage or valuables being stolen from accommodation facilities, such as rooms, suites or during transportation by airplanes, buses, cruisers, etc. Should a passenger's luggage get lost, the passenger is required to write a report on the spot, in the presence of carrier's representative and act according to valid regulations. The organiser may mediate between the passenger and the carrier, but without any material obligation to either side.
- Based on regulations of international air transportation of passengers, the air carrier bears exclusive responsibility for the luggage of the passengers.

## **Health Regulations and Protection**

- The regulations of World Health Organisation, WHO, state that passengers travelling to certain countries are obliged to be vaccinated in a timely manner and obtain a vaccination certificate. Vaccination is mandatory even if a country of destination has been added to the list of countries subject to such measures after a contact or a travelling agreement are signed. Newly taken measures in a country of destination is not a valid reason to cancel the contact or travelling agreement, unless the measures taken might be hazardous to passenger's health. A medical certificate on contraindications, which might have an effect on the passenger, must

be presented.

- Passengers have the right to medical treatment and services, home and abroad, to the extent and manner stipulated by the respective medical institutions. It is the passenger's responsibility to get acquainted with the health regulation prior to entering the country.

### **Customer complaints**

- If services included in the arrangement programme are not carried out in full or if the execution is of poor quality, the passenger can demand a price reduction of the arrangement upon return. If the passenger sustains damage, he or she is also entitled to a damage compensation.
- In order to be able to apply for a price reduction once the travel arrangement ends, the passenger must take the necessary action on the spot, while the arrangement is being in progress. The passenger must immediately write a report on the services that were inadequate or unsatisfactory in the presence of representative of the organiser, guide, or service provider, for example, a hotelier, a transportation provider. This report will serve as a proof that complaint was addressed on the spot and it will be a vital document when the passenger files the complaint for a price reduction or a damage compensation claim. The complaint must be filed in writing within a deadline, that is, within a statutory limitation period after the travel arrangement ends. At present, when these General Terms and Conditions are being adopted, the statutory limitation period is two months upon return.
- The organiser may be liable to compensate the passenger, but only to the amount equal to the full price of travel arrangement package. This limitation does not apply to passenger's deterioration of health, impairment or death.
- The organiser is obligated to respond to the passenger's complaint within a legally set deadline.
- The passenger who files a complaint, must wait for organiser's response, meanwhile, the passenger must restrain from petitioning a court of law for a price reduction or damage compensation, addressing a third party for assistance, or giving information to the media. Especially releasing information to the media during this period may result in passenger's obligation to pay for liquidated damages in the amount of half the price of travel arrangement. This amount is stated in the contract or a travelling agreement. In addition, the passenger is liable for other damages.
- If the organiser fails to respond to the passenger's complaint in three months' time, the passenger is no longer bound by the liabilities from the previous paragraph.

**Jurisdiction**

Any disputes that cannot be solved by the parties will be settled by a Court of jurisdiction in Ljubljana.

Ljubljana, January 3, 2019