

## General terms and conditions

### GENERAL TERMS AND CONDITIONS FOR ROUNDABOUT PROGRAMS (A BRAND OF TJS D.O.O.)

#### 1. GENERAL TERMS AND CONDITIONS

General terms and conditions of travel arrangements are a fundamental part of booking agreement, concluded between TJs d.o.o. or other accredited agency and passengers, who are booking a certain travel arrangement. Once the interested passenger orders a certain travel arrangement in the agency, over the phone or e-mail, it is considered that he has accepted the general terms and conditions. The booking the passenger makes is obligatory and therefore it is possible for the passenger to cancel his booking exclusively according to the general terms and conditions regarding the cancellation of the booking on behalf of the passenger. The passenger is responsible for all the costs and consequences, which may occur due to incorrect information he has provided when making a booking.

#### 2. MAKING A BOOKING AND PAYMENTS

The passenger can book a travel arrangement in the offices of TJs d.o.o., in any other accredited agency or by e-mail. By making a booking TJs d.o.o. and the passenger agree a travel agreement, which includes the information regarding the travel arrangement that the passenger has chosen or in other cases the travel agreement refers to the travel arrangement program, that consist of all the information regarding the chosen travel arrangement program. When making a booking, the passenger has to provide all the necessary information and his personal documents that are required by the travel arrangement programs and pay the amount of 30% of the total value of the travel arrangement or he has to follow the instructions, stated in the travel arrangement program. The passenger has to pay the remaining amount of the travel arrangement price at the latest 30 days before the date of departure or as stated on the booking form / in the travel agreement. In case the passenger fails to pay the remaining amount of the travel arrangement price in time, it is considered that he has cancelled his booking and in this case TJ's d.o.o. follows the regulations of general terms and conditions regarding the cancellation of the travel arrangement on behalf of passenger, as stated in paragraph 5. of these general terms and conditions.

##### 2.1. CREDIT CARDS

We accept major credit cards (Visa, Visa Electron , MasterCard and Maestro). Credit card charges require certain information and will be processed only upon submission of a completed Roundabout Travel submission form. There is no charge or service fee for processing credit or debit card payments. Full payment by credit or debit card is required to make a reservation.

#### 3. PRICE OF TRAVEL ARRANGEMENT

Price of travel arrangement is stated in every travel program and becomes valid with the day of the publication of each program. Prices for all the arrangements are given in EUR. TJs d.o.o. reserves itself the right to change the prices according to Obligations Code (the changes take place due to changes in currency exchange rates, changes in transport tariffs, changes in fuel prices...). Should the price changes occur, TJs d.o.o. has the responsibility to inform the passenger at the latest 20 days

before the day of departure. If the agreed price of the travel arrangement rises more than 10%, it is the right of the passenger to cancel his booking without any further costs, yet it has to be done at the latest 2 days after he has received the notice of the price change. It is the right of the travel organizer to state in the travel program that is the obligation of the passenger to pay all the services, carried out for the passenger abroad, directly to the person that has carried out these services as predicted in the program. In this case the passenger takes the responsibility to claim all his reclamation demands abroad (where the payment took place).

#### 4. CATEGORIES OF SERVICES

Unless differently stated in the travel program, the price of the travel arrangement includes all costs of transport, accommodation and meals, as well as the travel organization and travel guide. As special services are to be considered the costs that are not included into the price of the travel arrangement (single rooms or rooms different to those that are offered in the basic travel arrangements, special meals, additional excursions,...) or the travel arrangement itself lists them as services upon additional payment (visa, airport tax, tourist tax,...). These services are to be paid by the passenger separately. When making a booking, the passenger can express his wishes regarding special services, if they are possible, he will have to provide an additional payment. During the travel the special services have to be paid (in correspondent foreign currency) to the travel guide or to the representative of TJs d.o.o. wherever these services take place. The categorization of accommodation (number of stars) listed in the travel arrangement programs are provided by the holiday location or are stated by the national categorisation of every country. TJs d.o.o. has the right to inform the passenger about the name of the accommodation upon arrival to the destination.

#### 5. AMENDMENT AND CANCELLATION OF BOOKING ON BEHALF OF PASSENGER

For every amendment after the booking has been made (upon filling in the booking form), if the amendment is possible at all, the Roundabout Travel charges the passenger the amount of 10 EUR. The passenger has the right to cancel the booking. The cancellation of booking has to be made in writing. Should this occur TJs d.o.o. reserves itself the right to claim from the passenger the costs that the agency has suffered due to the cancellation of booking. The amount of costs depends on the date when the written booking cancellation was received. Unless stated differently in the travel arrangement, the following cancellation terms are to be considered as valid:

##### **Cancellation policy for Roundabout private group programs:**

In case of cancellation 59-31 days before departure, the cancellation fee is 10% of total price.

In case of cancellation 30-15 days before departure, the cancellation fee is 40% of total price.

In case of cancellation 14-8 days before departure, the cancellation fee is 60% of total price.

In case of cancellation 7-1 days before departure, the cancellation fee is 90% of total price.

In case of cancellation on the day of departure, the cancellation fee is 100% of total price.

No-shows will not be refunded.

### **Cancellation policy for individual travellers applying to Roundabout Travel scheduled tours:**

Any cancellation up to 48 hours before the tour no cancellation fees apply.

For any cancellations between 48 and 24 hours before the tour, a 50 % cancellation fee is charged.

For cancellations made 24 hours before the tour or less, 100 % cancellation applies.

For tours starting after 8:30 am is considered cancellation on the day of departure, which means a cancellation fee, equivalent to the cost of the trip, is applied.

### **6. CANCELLATION OF TRAVEL OR CHANGE OF TRAVEL PROGRAM**

Based on the valid legislation, TJs d.o.o. has the right to cancel group programs at the latest 7 (seven) days before the planned date of departure, in case there has not been enough bookings made for the realization of the travel. Roundabout regular daily tours can be cancelled at the latest the day before the scheduled tour. The lowest number of passengers is determined with every program individually. Should it happen that the number of passengers does not reach the minimum of passengers needed for the realization of the travel arrangement, the organizer does not take any responsibility for the damage compensation to the passengers, who booked the travel, yet every passenger is reimbursed the full amount of the payment he previously made. TJs d.o.o. has the right to partially or completely resign from the travel agreement, in case during the duration of the travel or the execution of the program occur unexpected circumstances, which could not have been anticipated, eliminated or avoided, yet for TJs d.o.o. such circumstances represent a justified cause in which the agency would not have concluded the travel agreement if such circumstances would have existed at the time of its conclusion. TJs d.o.o. has the right to change the date or time of departure due to the change in the date or time of departure of the means of transport booked for the travel or in case of force majeure, as well as has the right to change the direction of the travel due to changes of the conditions of travel (new timetable, unstable conditions in the country of travel, natural disaster or another unexpected cause, that is out of our control) without any reimbursement for the damage and according to the valid regulation of the passenger traffic. As TJs d.o.o. can not take the responsibility for the changes to the program due to force majeure, which could occur during the execution of the program, the agency has in this case the possibility to offer the passengers its services in another form that the existing conditions allow. TJs d.o.o. has the right to partially or completely resign from the travel agreement during the duration of the travel if the passenger does not follow the behaviour rules, which are valid on certain types of transport or in certain accommodation and if the passenger with such behaviour endangers the wellbeing and health of other passengers and prevents the representative of the agency the realization of the travel program.

### **7. TRAVEL DOCUMENTS**

Passengers, who book a trip abroad, must have a valid passport or another suitable document that enables them to enter a foreign country. In case certain countries condition the entry to the country with a special document (visa), the passenger must acquire these documents before the travel or up to the date, stated in the program. The passengers who are not residents of the EU must acquire all the necessary documents, required by the countries of the travel destination and the ones they cross when travelling. The underage passengers need to acquire all the necessary documentation for

the border crossing of the underage passengers. Should a passenger not fulfil the obligations given or should it occur that due to the passenger's unregulated documents he is not able to travel or he has due to the same reasons cancel the travel during its duration, TJs d.o.o. follows the terms and conditions stated in Return policy. In case TJs d.o.o. mediates in the procedure of acquiring a visa for the passenger, the agency cannot guarantee that its mediation will be successful. Mediation in the procedure of acquiring visa is not included in the price of travel and needs to be paid separately. The cost of mediation in the procedure is not returned to the passenger in any case. Should the passenger lose the documents during the duration of the trip or should the documents be stolen and these are necessary for the continuation of travel or for his return to the home country, the passenger has to provide himself new documents on his own costs. In case the passenger has to interrupt the travel due to losing their documents or because they were stolen, he is not entitled to the proportional reimbursement of the paid price of the travel.

## 8. CUSTOMS AND CURRENCY CONTROL REGULATION

The passenger must respect the customs and currency control regulation of the Republic of Slovenia, as well as of the other countries they are travelling to. Should the passenger, due to disrespect of these regulations, be unable to continue the travel, the passenger is the only one to suffer the consequences and costs, occurred from such situation.

## 9. HEALTH REGULATION

According to the regulation of the World Health Organization the passenger is required to get vaccinated before travelling to certain countries, as well as to acquire adequate corresponding documents confirming the vaccination. Vaccination is obligatory even in cases when such health regulation was accepted after the booking was made. Rejection of vaccination is not an excusable reason for the cancellation of booking, unless there are contradictions for the passenger's health. In such case the passenger has to provide a medical statement. TJs d.o.o. is not responsible for eventual complications or the cancellation of the travel on behalf of the passenger which could occur due to disrespect of the health regulation of the country the passenger is travelling to.

## 10. LUGGAGE

The transport of luggage is free up to a certain weight limit, determined by the company that is providing the transportation. TJs d.o.o. does not take any responsibility for lost or damaged luggage. The passenger needs to report the lost or damaged luggage to the company that provided the transport or to the accommodation, where the passenger is staying. When travelling by airplane, according to the regulation, valid in the international air passenger traffic, the airline is the one responsible for luggage. In case the luggage got lost, the passenger needs to fill in the form PIR of an airline he was travelling with. Once filled in the form PIR, the passenger needs to hand in one copy of the form to the representative of the airline and retain the other copy for himself. Upon receiving this form, the airline reimburses the passenger the compensation of the lost or damaged luggage, according the regulation, valid in the international air passenger traffic. TJs d.o.o. is not responsible for the theft or damage of the passenger's luggage or other personal belongings, valuables and documents in the accommodation, where the passenger is staying (hotels, hotel rooms, apartments, etc.).

## 11. RECLAMATION

Every passenger – holder of the travel agreement, has the right to the reclamation of unsuitable services. According to the regulation of the Consumer Protection Act, the passenger has to inform of all the irregularities and deviations from the agreed and paid travel arrangement to the responsible person for the services (whoever carries them out) or the local representative at the travel destination as soon as possible. Should the passenger fail to do so, after returning home he will not be able to hand in a written complaint, if the deficiencies were not completely settled. The form for the report of the deficiencies is to be received from the representative of the agency at the travel destination. The passenger has to hand in a written reclamation at least 60 (sixty) days after the conclusion of the travel. In case the passenger misses the legally determined date for the handing in the reclamation, TJs d.o.o. will not consider his complaint. Without a written reclamation TJ's d.o.o. does not consider the claims for the reduction of the price of travel arrangement or any other types of reimbursements and other claims. The organizer will not consider a group complaint, which would be signed by more passengers – holders of the travel agreement, resulting from one reclamation claim. To the written claim for the price reduction, reimbursement or other type of claims the passenger needs to attach adequate confirmation of the hotel manager, transport provider or other authorised person, which will confirm the passenger's claims, on base of which the passenger is demanding the reimbursement (for example, confirmation of payment). If TJ's d.o.o. holds the responsibility for nonrealization of the program or single services, the passenger is entitled to the reimbursement in amount of the real value of the nonrealized services or according to applicable regulations of the Consumer Protection Act, except in cases when TJs d.o.o. has the right to cancel the travel arrangement or change of travel program.

## 12. INSURANCE

The prices of the travel arrangements, unless differently stated in the program, include basic accident insurance, yet they do not include health insurance, which means that the passengers are responsible for taking care of their own insurance. When travelling abroad it is recommended to get the health insurance with global coverage.

## 13. FINAL PREMISES

All the prices of TJs d.o.o. programs include value added tax. By making a booking every passenger gives TJs d.o.o. his permission to use the photographs and videos made on the travel (the photographs and videos could include every passenger) in promotional and commercial intentions. TJs d.o.o. does not take any responsibility for the behaviour of passengers and damage that passengers would cause during the travel. In the event of dispute between TJs d.o.o. and the passenger the legal procedure is in competence of the court in Ljubljana. TJs d.o.o. does not take responsibility for eventual errors in the promotional material (catalogues, leaflets and websites). These general terms and conditions replace all the previously issued general terms and conditions.