

Terms and Conditions

General Conditions

General Conditions and Instructions for Travel Arrangements

1. GENERAL STIPULATIONS

These General Conditions and Instructions for Travel Arrangements are an integral part of the contract or the info voucher/voucher, entered into by **Javni zavod za turizem Dolina Soče** (hereinafter **Turizem Dolina Soče**) or the representative agency and the traveller who orders a travel arrangement. The general conditions apply for the travel arrangement organized by **Turizem Dolina Soče** as well as the travel arrangement of other tour operators, provided by **Turizem Dolina Soče** in their establishments. It is deemed that the general conditions of **Turizem Dolina Soče** apply, unless the general conditions on the travel arrangement of other tour operators state differently. The tour operator is a travel agency listed in the travel agreement as the tour operator and guarantees for the organization of the issued programme according to the travel arrangement content. In case that special business conditions or a particular programme states differently for any part of any point in the general terms, then the stipulations stated in the programme applies. In the case of the Internet sale, it is deemed that the traveller has accepted the terms of these general conditions, when he has ordered a travel arrangement via Internet. The traveller can learn about the stipulations of the general conditions and instructions on the website <https://www.soca-valley.com/alpe-adria-trail> or any other website, where **Turizem Dolina Soče** provides their services via Internet as a provider of their own or other travel arrangements, which are specially indicated and generally accessible. The contracting authority or the traveller is anyone who has made a booking or a purchase and payment of a travel arrangement or another service provided by **Turizem Dolina Soče** and to whom these general conditions and instructions of a travel arrangement apply.

2. APPLICATION

A traveller can apply for a travel arrangement, provided by **Turizem Dolina Soče** in their offer in any of their establishments or a representative agency. The traveller must be thoroughly acquainted with all the elements of a travel arrangement prior to his application. In accordance to the previous sentence, it is deemed at the moment of the traveller's application that **Turizem Dolina Soče** has provided all the prescribed warnings in due course and in an appropriate manner. Following the application, **Turizem Dolina Soče** and the traveller enter into a travel contract, which is at the same time a conformation of the booking and either includes the data on the traveller's travel arrangement or refers to the programme of a travel arrangement where these data can be found. Following the application, the traveller is required to state all data and provide the documents requested by the travel programme, as well as pay the registration fee and the application or booking costs. In case the traveller does not provide the correct data following the application, he is responsible for all the costs or consequences incurred by the wrong data. The traveller's application is legally binding. The traveller can withdraw from the application only in accordance with the cancellation terms (point 5 of the general conditions). For a binding application is also considered – apart from the explicit written application or a signed contract – any application communicated in written form via Internet which includes traveller's name and surname, other participant's names and surnames, credit card number or another payment method's identification, full or part payment of the registration fee, payment of the application or reservation costs, or a conclusive act indicating that the traveller has communicated the binding application, or an application including any of the data stated.

3. PAYMENT

For the day of payment is considered the day **Turizem Dolina Soče** receives the payment to their bank account: Javni zavod za turizem Dolina Soče, Rupa 17, 5230 Bovec, SI15230627, SI56 0120 6600 0000 164, Banka Slovenije, or the representative agency receives the payment to their bank account. Following the application, the traveller pays 30% registration fee of the price of the travel arrangement, or the amount stated in the form the traveller receives when booking the travel arrangement. The remaining part the traveller pays at least fourteen (14) days before the start of the travel, or the date stated on the reservation form. In case the traveller or his point of application does not pay the remaining part of the contractual obligation, it is considered that he has withdrawn from the travel contract and hereby apply the cancellation terms from point 5 of the General Conditions and Instructions for Travel Arrangements. The payment of registration fee and application costs, paid correctly and in due time, guarantees the traveller, under the conditions stated in the General Conditions and Instructions for Travel Arrangements, or under the terms agreed under special business conditions or a programme, a participation or a place at a travel arrangement or travel. If the programme

includes a guide, the traveller is required to submit a document on the paid travel arrangement (a referral/voucher and/or conformation of payment) to the tour leader or guide at the beginning of the travel arrangement. If the traveller fails to do so, the tour leader does not accept the traveller to the travel arrangement, or the traveller cannot use the travel arrangement.

In case the traveller is travelling alone, without a guide, he is required to show the voucher for every service he uses. The service must be clearly stated in the voucher, otherwise the provider is not obliged to provide the service. The traveller pays for his travel arrangement by depositing money directly to the bank account of **Turizem Dolina Soče** or by another agreed payment method. In accordance with the terms of non-cash payment of financial institutions (credit cards, Maestro, BA, deposit to the bank account...), a refund of a travel arrangement or another service of **Turizem Dolina Soče** is never paid out in cash. If the traveler is entitled to a refund, the approved amount will be transferred to their bank account or refunded using the same payment method as the original payment. When an authorised tourist agency books a travel arrangement for a traveller, the same terms from point 2 apply accordingly for the authorised tourist agency as well.

4. PRICES

Travel prices are determined with the travel programme and are valid from the date of the publishing of the programme. The traveller is, apart from the basic travel arrangement price, required to pay all mandatory additional payments (safety tax, additional fuel payment, luggage transfers, people transfers, etc.), which are added to the basic travel arrangement price and to any other possible non-mandatory additional payments, unless these are already included in the basic travel arrangement price – on the basis of the travel contract these form the final price and represent the final traveller's obligation. The tour operator has a right to raise the prices until at least 20 days before the start of the travel, in case of changes in the exchange rate of the contractual (agreed) currency, increase of transfer costs, including the fuel costs, or increase in taxes for services affecting the travel price. If there is a decrease of the aforementioned costs, the traveller has a right to a reduced price. The increase or decrease in price is calculated with the same percentage that applies to the increase or decrease of the aforementioned elements in the calculation. The contractual travel partner or a traveller has a right to withdraw from the travel arrangement contract if the increase in price exceeds 8% of the basic travel arrangement price. In this case, the traveller is entitled to a refund of the already-paid amount with no right for a compensation, possible costs of visa, insurance, vaccination and similar other costs. The tour operator informs the traveller of a possible change in the price of a travel.

Turizem Dolina Soče can specify in the programme that the traveller pays for the services which are carried out on the spot. In this case **Turizem Dolina Soče** does not act as an organizer nor as an agent, but only as an informant. The traveller submits all complaints solely to the service provider on the spot. **Turizem Dolina Soče** can determine the price of the travel arrangement in the travel programme, while stating explicitly that the price can be lowered if a certain number of travellers apply or if other specifically determined terms are acknowledged. This stipulation does not in any case guarantee that the terms for a decrease in the price of a travel arrangement will in fact apply and the traveller cannot withdraw from the contract because the terms for the possible lowering of price do not apply. Any discounts and benefits always exclude one another and do not add up. If there are more possible discounts and/or benefits available, the traveller chooses the discount or benefit which suit him best and for which he meets the requirements. The prices at www.alpe-adria-trail.com and <https://www.soca-valley.com/alpe-adria-trail> are of an informative nature.

a) SERVICES INCLUDED IN A TRAVEL ARRANGEMENT

Unless the offer states differently, the prices of the travel arrangement include transfer, hotel and restaurant services stated in the travel offer and the organization of travel. Unless the offer or the programme states differently, the prices of an individual travel arrangement are calculated per person for an accommodation in a double room.

b) SPECIAL SERVICES

Special services are services that are normally not included in the basic price of a travel arrangement (single room, special diet, optional additional tours etc.). If an individual travel arrangement should include special or additional services, the traveller requests these services at application and pays additional costs to the basic price of the travel arrangement. The published prices of additional or special services only apply in case the traveller requests and pays for these services when applying and paying for the basic travel arrangement at the point of application. During the travel, the traveller makes all the additional payments for special services to the tour leader or the **Turizem Dolina Soče** representative, the service provider or the representative of a tour organizer who organizes the traveller's travel arrangement. The special services are paid for at a place where the service is provided, in agreed currency and if the service is still available during the time of travel, according to the price given on the spot.

5. TRAVELLER'S CANCELLATION OR CHANGE OF THE TRAVEL

The traveller has a right to cancel the travel at the place of application, where he has applied. In the event that the traveller withdraws from the travel contract, **Turizem Dolina Soče** is entitled to a refund due to the travel contract cancellation. The refund depends the date when the traveller gives the notice of cancellation. If the traveller withdraws from the travel contract, he is liable for the administrative costs of **Turizem Dolina Soče**. The costs of the cancellation of a travel arrangement depend on the period of time before the beginning of the service when the traveller has withdrawn from the travel contract.

The cancellation costs for the travel on Alpe Adria Trail:

- from the reservation confirmation to 21 days before the first day of travel – full refund reduced for booking fee 50,00 EUR.
- from 20 to 15 days before the first day of travel – 50 % of the travel arrangement;
- from 14 to 3 days before the first day of travel – 75 % of the travel arrangement;
- from 2 days before the first day of the travel to the day of travel or a no-show – 100 % of the travel arrangement.
- For credit card payments, the 3,5% processing fee charged by our third-party payment provider is non-refundable, as the original payment transaction has been successfully processed.

In cases when **Turizem Dolina Soče** is not the tour operator of a travel arrangement, the cancellation costs are determined by the general terms or a file given by the tour operator responsible for the travel. In case of a no-show or in case the traveller withdraws from the contract on the first day of the travel or even after the beginning of the travel, **Turizem Dolina Soče** or another tour operator charges him the costs of the whole travel arrangement, which can be as high as are the actual costs. Despite the aforementioned cancellation costs, these can be higher when the terms of the travel organization state so. These terms are determined for **Turizem Dolina Soče** by the valid terms of the sale and by their business partners. If there are different terms for the cancellation costs given in the travel contract, then the terms in the programme apply.

When withdrawing from the travel contract, the traveller is obliged to state their request in written form and send it via e-mail to the place of application. During the travel, the traveller can terminate the travel at his wish with a written declaration. If the traveller terminates the travel during the travel, he is not entitled to any refund, not in part nor in whole. If the traveller changes the programme during the travel on his wish or does not follow the programme which is an integral part of the contract with **Turizem Dolina Soče**, it is considered that the traveller has withdrawn from the contract during the travel. In this case the traveller is also not entitled to a refund of costs or payment, not in part not in whole. In this case the traveller is responsible for the costs and the damage he caused with the change of the programme. In the event of changing the programme at his own wish or due to force majeure, without any reasons pertaining to the incorrectly performed services by **Turizem Dolina Soče**, the traveller is not entitled to demand any kind of compensation of price discount. The traveller can, after entering into a contract, change the names or the number of passengers, the accommodation or the time of the travel, on condition that such a change is possible with regard to the availability of service and without cancellation of the travel arrangement. In such cases **Turizem Dolina Soče** does not charge anything to the traveller. In cases there are costs incurred by the change and also if there are costs due to a cancellation and change from the service providers, **Turizem Dolina Soče** claims a refund of the actual costs incurred by the change.

Any discounts given at the original booking only apply in case they still apply at the moment of the change of the booking. If the discounts no longer apply or have changed, the discounts applicable at the moment of the change of a booking are calculated.

Bad or inappropriate weather is not a valid reason for one's withdrawal from the contract.

6. TOUR OPERATOR'S RIGHT TO CANCEL THE TRAVEL

In accordance with the current legislation, **Turizem Dolina Soče** has a right to cancel the travel or change the travel programme. **Turizem Dolina Soče** reserves the right to cancel the travel at least seven (7) days before the intended start of the travel if a required number of travellers, stated in the travel programme or the travel contract, is not reached. The required smallest number of travellers in a specific programme is always stated in the offer. **Turizem Dolina Soče** reserves a right to a complete or partial withdrawal from the contract if before or during the implementation of a programme special circumstances arise, which could not have been expected, eliminated or avoided, but which present a valid reason for **Turizem Dolina Soče** not to enter the contract if these circumstances would have existed at the time of entering the contract. **Turizem Dolina Soče** can terminate or withdraw from the contract and demand a compensation from the traveller who directly

violates the terms of the contract entered into with **Turizem Dolina Soče**, especially if it is established that the traveller provided the false data on the number of travellers or their age, or if there has been a change during the travel and the traveller failed to inform **Turizem Dolina Soče** about it. **Turizem Dolina Soče** reserves a right to change the day and time of the departure or to cancel the travel due to force majeure as well as the right to change the course of the travel if the travel conditions change (new timetable, uncertain situation in a country where the programme is organized, natural disasters or other unexpected events that cannot be influenced by **Turizem Dolina Soče**) with no special compensation and according to current regulations on public transport. **Turizem Dolina Soče** cannot be responsible for the changes in the programme due to any force majeure during the course of the programme. In such cases, they can provide the services in a modified form, according to the existing possibilities. In case **Turizem Dolina Soče** cancels the travel, the traveller has a right to a complete refund of the already made payment of the travel arrangement. In case **Turizem Dolina Soče** cancels the travel, the traveller is not entitled to a refund of the costs for the visa needed to enter the country, the costs for vaccinations, or any other similar costs, arising prior to the start of the travel that are requested by the programme. **Turizem Dolina Soče** immediately informs the traveller of any subsequent change. If **Turizem Dolina Soče** or any other tour operator withdraws from the contract during its performance, they have a right to a fair payment for the agreed services. **Turizem Dolina Soče** is not liable for the delays of airplanes, ships or trains, as is not liable for the changes in the programme which arise as a consequence of these delays. In the event that a special condition on the spot do not allow **Turizem Dolina Soče** to accommodate the travellers in the agreed facility, **Turizem Dolina Soče** can accommodate the traveller in the same town at a facility of the same or of a higher category.

7. TRAVEL DOCUMENTS AND OTHER TRAVELLER'S OBLIGATIONS

The traveller is obliged to inform himself on the valid regulations on the passports, visas and currency exchange rate, customs and health obligations. The traveller is obliged to make sure that the traveller himself, as well as his documents and their luggage comply with the regulations based on the customs, health and other regulations of their country, as well as the countries of their travel. The traveller applying for an abroad travel must have a valid passport or another appropriate valid document, which enables him the entry to a country. If a child up to the age of fifteen travels abroad unaccompanied by his legal guardian, he must, apart from their travel documents, also provide a written permission by their legal guardian. In case certain countries restrict the entry by the validity of the travel document prior to the expiration date on the day of entry, the traveller is obliged to take care of these regulations and **Turizem Dolina Soče** is not liable for any possible inconveniences or a forced termination of the travel arising from this. Prior to the start of the travel, or in the deadline determined in the programme, the traveller is obliged to acquire the visas for the countries of travel and submit to any vaccinations required by the country of travel. If the traveller fails to comply with these regulations, **Turizem Dolina Soče** acts according to the traveller's cancellation terms. In the event of a refused entry into a country or any other difficulty, the traveller is responsible for all the costs. The traveller is obliged to provide all the required data on the travel participants, when applying for the travel. The data must accurately and in their entirety agree with the data in the official documents, which the participants must have with them according to the regulations on the border crossing and the relevant foreign legislative acts. In case the false data cause a delay, extra costs or the termination of travel, the traveller is responsible for all the costs of the participants incurred by this. The traveller must respect the house rules in restaurants and hotels and always cooperate in good faith with the organizer and service provider. If the traveller does not comply with his obligations, he is responsible for the damage caused and the organizer is not held responsible for any damage the traveller might suffer in this case. During the travel, the traveller is obliged to act in a manner that does not endanger his life or health or other participants and does not endanger the course of the travel itself. In case the traveller acts contrary to this stipulation, the organizer reserves a right to eliminate the traveller from further travel without any refund, except for the payments made on the spot.

8. NOTICES BEFORE DEPARTURE/TRAVEL

Turizem Dolina Soče does not send notices before departure to the travellers who apply for any one-day travels, regardless of destination, and for all travel arrangements in Slovenia, Austria and Italy, which include the traveller's own transport. For the travels which include an organized transfer, the traveller receives a final notice at least one week before departure. In the traveller does not receive the notice in this time period, he must report to the place of application. In cases where another tour operator organizes the travel arrangement, the traveller receives the notice at least two (2) days before departure. If the traveller does not receive the notice up to one (1) day before departure, he must acquire information on departure at the place

of application. The traveller is held responsible for the costs caused by the incomplete or false address given by the traveller for the purpose of filling out the referral/voucher or the contract.

9. HEALTH REGULATIONS

According to the World Health Organization regulations the traveller, when travelling to certain countries, is obliged to vaccinate and acquire appropriate documentation. Vaccination is obligatory also if such a regulation is adopted after entering into a travel contract and it does not represent a legitimate reason to withdraw from the contract, unless there exists a contraindication for the traveller's health. In this case, the traveller is obliged to provide a medical certificate.

Turizem Dolina Soče is not liable for any possible complications or the traveller's termination of travel arising from the traveller's violation of the health regulations in the country of travel, the programme to which he has applied or any costs associated with this.

By confirming the travel arrangement, the traveller confirms that he is physically fit for an active travel.

Turizem Dolina Soče notifies the traveller about the difficulty of the travel. If this is not done, the traveller can check the difficulty of the programme at www.alpe-adria-trail.si ali na <https://www.soca-valley.com/alpe-adria-trail>. **Turizem Dolina Soče** is not liable for the traveller's poor physical condition. In case of cancellation due to a poor physical condition the cancellation terms apply.

10. LUGGAGE

If the traveller does not book the luggage transfer via **Turizem Dolina Soče**, the organizer, agent or representative is not responsible for the luggage transfer. They are not liable for the damaged or lost luggage nor for the theft of luggage or/and other valuables in a hotel. The traveller files a report for the lost or damaged luggage individually to the transfer provider, hotel or other direct service provider of his own choosing. If the traveller books the luggage transfer via **Turizem Dolina Soče**, the organizer is responsible for the luggage transfer. The organizer is responsible for the lost luggage, but not for the theft of valuables and documents from the luggage, which the traveller should keep on him at all times. The traveller leaves the valuables and/or the documents in the luggage at their own risk. The organizer is not liable for the lost or stolen luggage from the accommodation prior to the arrival of the transfer service. The provider of transfer service is obliged to transport the luggage to the next accommodation in which the traveller will stay. For the transfer of any special luggage, such as a bicycle, parachute, golf equipment, etc., the traveller must inform the organizer when the booking is made, and the organizer charges the traveller any extra costs incurred. All the damage arising from this is covered by the traveller. The price of the luggage transfer includes the transfer of up to 20 kg of luggage. The children up to the age of two do not have a right for a free luggage transfer. In case of lost luggage, the traveller notifies by phone the tour organizer or the service representative, who provides the luggage transfer, and explains the situation. Based on the telephone conversation, the service or agency representative decides on the procedure for locating the luggage. **Turizem Dolina Soče** or service representative ensures that they will do their best to locate the luggage and deliver it to the traveller as soon as possible. If it is determined that the luggage is lost, the traveller can demand a compensation from the tour organizer on the basis of a written complaint. **Turizem Dolina Soče** is not liable for the theft or damage of the traveller's luggage or other personal items, valuables and documents from the accommodation (hotel rooms, apartments, etc.) and travel services where the traveller is present (buses, cars, vans, etc.).

11. PUNCTUALITY OF TRANSFERS

If **Turizem Dolina Soče** is the responsible tour operator, they must provide help in case of a traffic delay for solving the inconveniences arising from these delays. **Turizem Dolina Soče** answers for and solves the problems arising from the delays and non-arrivals of a transfer service. The traveller is obliged to notify the tour operator and the tour operator must arrange for him a new transfer as soon as possible or solve the situation. **Turizem Dolina Soče** reserves the right to change the timetable, the transfer service and the course of travel (stopovers, detours, etc.), which arise from various technical and organizational reasons. In case the delay is a consequence of the weather conditions, the organizer cannot influence that.

When **Turizem Dolina Soče** acts only as an intermediary or informant for the timetables and other traffic information, they are not responsible for the punctuality of transfers, provided by the public transport services on regular and non-regular routes. In such cases **Turizem Dolina Soče** is not responsible for the damage arising from the delays, cancellations or changes in the means of transfers.

12. LOST DOCUMENTS

If the traveller loses the documents during the travel or the documents are stolen, but they are vital for the continuation of the travel or for the return to the home country, the traveller acquires new documents at his own expenses. For the advice and help with formalities regarding this, the traveller can turn to the tour leader, the representative of **Turizem Dolina Soče** or the representative of the tour operator, who arranges the travel arrangement. In case the traveller has to terminate the travel due to lost or stolen documents, he is not entitled to any type of refund or compensation.

13. INFORMATION

Verbal information given to the traveller at the place of application do not bind **Turizem Dolina Soča** more than the indication given in the programme or the offer. In case of doubt it is still considered as valid: written offer, written information or written explanation. If the name of accommodation is not yet given in the offer the tour operator only guarantees for the information given in the offer and includes at least: accommodation category (based on the national categorization), type of room, service in the hotel (accommodation, bed and breakfast, half board, etc.) and the place of accommodation. With such arrangements, the traveller is acquainted with the name of the accommodation in one (1) month or with the notice of departure.

14. CATEGORIZATIONS OF ACCOMMODATIONS AND GENERAL HOUSE RULES

Accommodation in the programmes is marked in accordance with the official national categorization in individual countries, valid at the time when the programme was issued, and on which the organizer has no influence. The tourist offer standards among the chosen destinations vary and are incomparable. The tour operator is not liable for any written or verbal information given by the authorized agency, which is not in conformity with the description of services in their programme. House rules, meals, services, as well as all other hotel offers are within the scope of local tourist organizations. The organizer cannot influence any of these elements. Unless the traveller pays extra for the room with specific characteristics (sea view, balcony, room orientation, specific floor, higher category) when making a booking, he is accommodated in one of the rooms, officially registered as leased to the guests in the hotel. The distribution of rooms is in under the jurisdiction of the hoteliers, the organizer has no influence on that. The organizer can communicate the traveller's wishes but cannot guarantee they will be fulfilled. Regarding the single room accommodation, the traveller should be aware that a single room is usually not in conformity with the double room standard, that it is usually smaller and has a less favourable position. With the triple room accommodation, the traveller should be aware that this is in most cases a double room with an additional bed, where the accommodation of the third person does not meet the standards of the other two persons. This is usually a camp bed, which is not comparable to a normal bed in its size and comfort and is more suitable for children.

15. REFUNDS AND COMPLAINTS

The traveller must criticize the irregularities or insufficiencies on the spot, first to the travel leader; if there is no leader, or if the leader is not able to amend the situation, the traveller complains directly to the service provider and then to the representative of the organization **Turizem Dolina Soče** or the representative of the tour operator, which organizes the tourist arrangement or to the authorized local agency. In case the complaint could have been resolved on the spot (for example, insufficient cleanliness of the room, furniture, position of the room, etc.), and the passenger did not criticize the flaw on the spot and did not inform the aforementioned persons about the irregularities, it is considered that the traveller has agreed to this kind of service and therefore lost the right to file a subsequent complaint demanding a refund or a compensation. **Turizem Dolina Soče** will not handle a complaint unless the traveller submits a written document which proves that the insufficiencies could not have been resolved on the spot.

Appeal procedure: immediately on the spot the traveller complains about an insufficient service to the representative of the organizer, or in case of the absence of the representative, to the service provider. The traveller must be willing to cooperate with the representative when resolving the cause of the complaint. If the traveller does not agree to the offered solution, which corresponds to the paid services in the programme, **Turizem Dolina Soče** will not deal with any subsequent complaints for a refund. If the cause of a complaint cannot be resolved, the traveller makes a written notice. After returning from the travel, the traveller must send a written complaint to **Turizem Dolina Soče**, Rupa 17, 5230 Bovec, Slovenia and to the e-mail address: booking@alpe-adria-trail.si in 60 days, including the evidence justifying the complaint (any bills showing the extra costs arising from this etc.). The organizer must give the first written answer to the traveller in eight (8) days after receiving a complaint, and the final answer in a suitable period of time, which is needed to acquire information on the cause of complaint from the service provider, or the period of time needed to acquire information from the third party, in accordance with Article 892 of Code of Obligations. Until the decision is

issued by the tour operator, the traveller departs from providing the complaint to any other party, judicial authorities or giving information to the media and public. The organizer will only resolve those complaints, where the cause could not be resolved on the spot. In case of a complaint on a trip where **Turizem Dolina Soče** is not a tour operator, **Turizem Dolina Soče** will forward the complaint to the responsible tour operator and provide a written notice for the traveller, informing him of the solution. In case **Turizem Dolina Soče** acts only as an informant, the traveller must file all complaints on the spot and to the actual organizer of a trip, tour, etc. Without a written complaint, **Turizem Dolina Soče** does not deal with any complaints and demands for refunds, reimbursements or any other complaints. The complaint must be signed and filed by the traveller himself in his own name, or on behalf of an authorized third party. If the authorization is not appended to the complaint, **Turizem Dolina Soče** will not deal with the complaint. The complaint must be justified. The traveller is therefore obliged to append all relevant evidence and/or an appropriate conformation by the hotelier, transfer provider or other provider, reporting on the actual condition, on the basis of which the traveller files his complaint. The compensation is, in case of an insufficient service, limited to the three times of the amount paid for the travel arrangement. This stipulation is not valid if **Turizem Dolina Soče** has a right to cancel the travel arrangement or change the programme, in accordance with these general conditions and the law.

16. THE USE OF DATA

Turizem Dolina Soče protects all acquired traveller's information in accordance with Personal Data Protection Act (ZVOP-1) and Regulation (EU) 2016/679 of the European Parliament and of the Council. It is deemed that the traveller, by entering into a contract, agrees to the use of his data for the purpose of fulfilling the contractual obligations and rights as well as for the purpose of direct marketing, market research, segmentation of buyers, statistical analysis and information regarding the offers of **Turizem Dolina Soče** and their business partners. If the traveller does not want that, he can state this when applying for the travel, or he can cancel his agreement later. Moreover, the traveller can assert all other mechanisms, which are ensured for his personal data protection by the regulations, such as the right to access, rectification and deletion of personal data, limited use of personal data, passing of the data to another provider, etc. It is also deemed that the traveller who enters a contract, has acquired the personal data of other travellers, who are listed when entering the contract, with their consent and knowledge about the contents of the contract, regarding their personal data. The traveller answers solely to the other travellers for forwarding their personal data to the agency.

All e-mails from the website enquiry address are added into the customer base, which informs the customers of our offer (electronic advertising messages). If the enquirer states explicitly that he does not want to receive these messages, he will not be added to the base. Every recipient of electronic advertising messages has a right to cancel receiving these messages and **Turizem Dolina Soče** will acknowledge that immediately.

17. ARRANGEMENTS WHERE TURIZEM DOLINA SOČE IS NOT THE TOUR OPERATOR

In cases when **Turizem Dolina Soče** is not a tour operator they act as intermediary. In these cases, they pass on the information from the tour operator to the traveller and help him apply for the travel. The terms about application, prepayment and final payment (deadlines) and possible cancellations of travel comply with the valid terms of the other tour operator, and in some cases, where it is explicitly stated, also the terms of the **Turizem Dolina Soče** agency. Such programmes are specially marked, an appropriate marking is also given on the travel conformation. It is deemed that **Turizem Dolina Soče** is selling such travel arrangement on behalf of another person and for their benefit. A possible complaint by the traveller is sent directly to the point of sale, where the arrangement has been booked and is resolved by the tour operator.

18. SELLING TRAVEL ARRANGEMENTS VIA THE INTERNET

In case the order or sale of the travel arrangement is done via Internet, these General Conditions and Instructions for Travel Arrangements apply, as well as the special operating conditions and the offer, published on the website <https://www.soca-valley.com/alpe-adria-trail> or the website of the intermediary **Turizem Dolina Soče**. If the stipulations of General Conditions and Instructions for Travel Arrangements and the special conditions and the offer, published on the website contradict one another, then the stipulations in this document apply. It is deemed that the traveller accepts the stipulations of these general conditions and instructions in the moment when he orders a certain service by **Turizem Dolina Soče** online. The main condition for a valid application is a 30% prepayment of the service in no more than seven (7) days after submitting the order or application, unless a different deadline is determined. If the service is not paid in the said period, it is considered as if it has never been ordered.

19. TRAVELLING WITH CHILDREN

In certain cases, determined with a special travel arrangement programme, it can be determined that underaged children up to an age, which is determined with the same programme, and who travel accompanied by two adults, are entitled to discounts on certain services included in the travel arrangement or on the whole travel arrangement. The conditions and the discount rate are determined in each individual travel arrangement programme. If a certain program does not include a discount for an underaged person, who travels accompanied by adults, this means that this specific travel arrangement does not include such discounts. Every child, no matter his age and the possible discount rate, must be listed on the travel document and have valid documents needed for a possible entry to the countries of his travel. If a child is not listed on the travel document or voucher for a certain travel arrangement, it is considered that a child does not have a right to travel under this travel arrangement.

20. TRAVELLING WITH PETS

In certain cases, determined with a special travel arrangement programme, it is possible that a person who books a certain programme travels with a pet (a dog, etc.). In such cases, the traveller agrees that he will pay the costs for the pet accommodation directly to the service provider. If the traveller does not inform that a pet will travel with him, when the travel arrangement is booked, the arrangement is terminated and the traveller is charged the costs which arose from this, according to the cancellation terms. By booking the arrangement, the traveller guarantees that he is the owner of the pet and that he has all the travel documents and confirmed all statutory vaccinations. If the traveller realizes that his pet is unable to finish the programme (due to lack of physical fitness or other problems), the cancellation terms from point 5 apply.

21. LAST-MINUTE TRAVELS OR LAST-MINUTE ARRANGEMENTS AND OTHER LOW-COST ARRANGEMENTS

Last-minute travel or last-minute arrangement means, that the booking is made in the last ten (10) days before the beginning of the arrangement.

The tour operator has sometimes a possibility to offer certain specially indicated low-cost arrangements. In this case, the traveller is informed about the name of accommodation at the latest with the notice of departure.

22. FINAL STIPULATION

All prices in the offers by **Turizem Dolina Soče** already include the value added tax (VAT). In case of a dispute among the parties, the local court in Nova Gorica and Tolmin has jurisdiction over all disputes. These general conditions apply to all contracts, entered into from the day of the publishing of the printed materials.

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