

## General Terms and Conditions of Use

General terms and conditions

### Article 1

These general terms and conditions govern:

- the sale of tourist arrangements and services provided by Razvojna agencija Sora (hereinafter: the Sora Development Agency)/Tourism Škofja Loka
- the sale of products of the Sora Development Agency/Tourism Škofja Loka
- conditions for the implementation of tourist arrangements and excursions sold by the Sora Development Agency/Tourism Škofja Loka, as an organiser and intermediary.

Tourist arrangements, excursions and other services offered by other providers in cooperation with the Sora Development Agency/Tourism Škofja Loka are subject to the general conditions of these providers.

The provider of tourist arrangements, excursions and other services is Razvojna agencija Sora d.o.o. (Sora Development Agency).

- registered office and address: Poljanska cesta 2, 4220 Škofja Loka
- registration number: 1490460000
- entered in the court register, District Court in Kranj – Reg no: 1/06527/00
- holder of licences No. 1192 of 15 December 2020 for organising/selling trips issued by the Chamber of Commerce and Industry of Slovenia
- tax number (VAT ID): SI74303759 (the provider is liable for VAT)
- contact telephone number: +386 4 517 06 00
- contact e-mail address: [info@visitskofjaloka.si](mailto:info@visitskofjaloka.si)

(hereinafter: the provider).

The buyer is a legal or other person who has concluded a contract with the provider on business premises for the implementation of a tourist arrangement or other service.

(hereinafter: the buyer).

## **II. Validity, acceptance and application of the general terms and conditions**

### Article 2

These general terms and conditions apply to travel arrangements organised by the provider, as well as to other services offered by the provider and form an integral part of the contract between the provider and the buyer.

Tourist arrangements offered by other providers in cooperation with the provider shall be subject to the general terms and conditions of each provider listed as the provider of the travel arrangement, trip or other specified service.

By purchasing a travel arrangement, trip or other service, the buyer confirms that they are familiar with and agree with the General Terms and Conditions.

The provider undertakes to handle the personal data of customers carefully and in accordance with the GDPR.

## **III. Conclusion of the contract, method of payment**

### Article 3

When purchasing a travel arrangement or other service, the contract between the buyer and the provider is concluded when the provider issues an invoice to the buyer in physical form.

### Article 4

All prices stated in the Price List of Products and Services of the Sora Development Agency/ Tourism Škofja Loka are in euros (EUR) and include value added tax (VAT), unless otherwise stated for each price.

The prices of tourist arrangements are determined by the respective programme of an individual tourist arrangement or trip and are valid from the day of publication of the

programme. The provider reserves the right to change the price due to changes in the tariffs of organisers that affect the price of a tourist arrangement or trip.

Any discounts and benefits are mutually exclusive and may not be used in conjunction with another.

#### Article 5

The buyer may pay for the provider's services using a credit (payment) card.

#### Article 6

### **IV. The right to withdraw from the contract or to cancel a tourist arrangement, trip or service**

#### Article 6

##### Tailored tourist arrangements

The buyer of the tourist arrangement has the right to cancel free of charge 72 hours prior to the start of the programme. If the arrangement also contains accommodation, the cancellation conditions of the accommodation provider apply and are defined in the offer. If the cancellation occurs less than 72 hours prior to the start of the programme, the provider has the right to retain 50% of the value of the tourist arrangement.

##### Guided tours

###### a) Pre-booked group guided tours

The provider carries out the arrangement for guided tours for groups who have booked in advance, whereby in the event of cancellation of the guided tour less than 48 hours prior to the start of the tour, 50% of the value of the guided tour is charged. The prices of each guided tour are charged according to the conditions and the valid price list of products and services of the Sora Development Agency.

###### b) Regular guided tours

The provider also carries out regular guided tours of the Škofja Loka area. At the time of purchase, the buyer receives a voucher, which can only be used at the time booked. If the buyer cancels the guided tour at least 48 hours (or 24 hours prior, if written so on booking

confirmation) prior to the tour, they may choose either a refund upon presentation of the invoice, or the right to avail of the guided tour at a different time/date.

The provider of Adventure Packages is the Sora Development Agency/ Tourism Škofja Loka. At the time of purchase, the buyer receives a confirmation e-mail confirming the successful purchase and appropriate referrals (vouchers) for using the purchased services within the package. If the buyer cancels the purchase at least 48 hours (or 24 hours prior, if written so on booking confirmation) prior to the planned use of the services in the Adventure Package, they may choose either a refund upon submission of the invoice, or the right to use the package at a different time/date. In this case, upon cancellation of the originally chosen term, the buyer is obliged to at the same time inform the provider of an alternative time/date when they would like to avail of the Adventure Package.

#### Unforeseen circumstances

The provider also reserves the right to withdraw from the contract in whole or in part if extraordinary circumstances occur before or during implementation of the programme which could not have been expected, eliminated or avoided and if these circumstances constitute a valid reason for the contract not to be concluded if they existed at the time of the conclusion of the contract.

Neither party shall be liable for any breach of the contract if the failure to comply with the contractual obligations or individual provisions thereof is due to unforeseen, unexpected and unavoidable events, commonly known as force majeure, or actions by the state or other competent administrative authorities and the action of third parties, who are not dependent on the will of the buyer and could not be expected, prevented or refused by the buyer. The provider is not liable to the buyer for any damage caused to the buyer under the contract due to force majeure.

#### Responsibility on the part of the buyer

In the event that the buyer does not adhere to the planned programme of the tourist arrangement or trip during participation in the tourist arrangement or trip, it is considered that they have withdrawn from the contract. The buyer is responsible for any costs and damage incurred.

#### Article 7

The provider issues a voucher or ticket to the buyers of tourist arrangements, excursions or other services once payment has been made.

## **V. Loss of documents and personal belongings or luggage and limitation of the provider's liability**

### Article 8

In no event shall the provider be liable for the theft, damage or loss of the buyer's documents. The provider is also not responsible for theft, damage or loss of personal belongings or any luggage. If the buyer has to terminate participation in the tourist arrangement due to theft or loss of documents, they are not entitled to any refund of the payment or costs of the tourist arrangement.

### Adventure packages

As part of the Adventure Packages, in order to use some services within an individual package, it is necessary to book a date/time at least 24 hours in advanced of the desired time/date. A list of services for which an advance reservation is required can be found on the website [www.visitskofjaloka.si](http://www.visitskofjaloka.si)

## **VI. Participation in travel arrangements with children**

### Article 9

Individual programmes of tourist arrangements may provide for different discounts for children according to different age groups. Unless otherwise stated, children may only take part in tourist arrangements when accompanied by adults. The age limit set for children in the range of individual programmes relates to the age of a child who has not yet reached the age limit at the time of participation in the package (for example, up to 12 years means that the child has not yet reached the age of 12 years at the time of participation).

The provider may request proof from the buyer (e.g. access to the child's identity document) of the child's age.

## **VII. Purchase of souvenirs**

### Article 10

The purchase of souvenirs is only possible in the provider's outlets. Purchases are subject to the respective prices of individual souvenirs, as indicated on individual items and in the price list of products and services of the Sora Development Agency.

The exchange of the purchased goods is possible upon submission of the invoice within 8 (eight) days from the day of purchase, provided the goods are intact. The buyer can

exchange the goods for goods of the same or higher value; in the event of the latter they pay the difference up to the full selling price.

## **VIII. Complaints**

### Article 11

The buyer must provide proof as soon as possible of any possible errors noticed at the time of making the reservation, in writing or in another appropriate form, otherwise they lose this right. Notification of the error should be sent to the contractor of the arrangement or, when the contractor is a provider, the person responsible for resolving complaints should be contacted by calling 04/517 06 00 on weekdays between 8am and 3pm. In the event that the complaint is not resolved at the time, the buyer must submit a written complaint with a statement or proof of the proven error no later than 7 days from the date of the service, otherwise the complaint will not be considered.

## **IX. Final Provisions**

### Article 12

Should there be a difference in the information provided in the programme of the tourist arrangement, the data provided in the e-mail confirming the buyer's purchase of the tourist arrangement are considered correct.

### Article 13

The relationship between the provider and the buyer is assessed according to the law of the Republic of Slovenia, without application of the rules on private international law and procedures. In the event of a dispute between the parties, the court with territorial jurisdiction at the seat of the provider shall have territorial jurisdiction to decide.

### Article 14

These general terms and conditions are valid from 01. 05. 2021.