

## GENERAL CONDITIONS AND INSTRUCTIONS FOR TRAVEL ARRANGEMENTS

### I. GENERAL PROVISIONS

The present General Conditions and Instructions for Travel Arrangements form an integral part of the Contract or referral or voucher concluded between Ekoturizem, d.o.o., Dunajska cesta 152, 1000 Ljubljana, Slovenia (hereinafter: Go Green) or an authorised agency and the Client (passenger) booking travel arrangements.

The General Conditions shall apply to travel arrangements organised by Go Green, as well as to travel arrangements (trips, tours, vacation packages) by other travel and package holiday service providers whose products Go Green offers in its branch offices. Go Green's General Conditions shall be deemed applicable unless stipulated otherwise in these General Conditions in regard to travel arrangements by other providers.

The organiser of travel arrangements shall be the travel agency stated to be the organiser of the travel arrangements in the Contract for Travel Arrangements, vouching to carry out the published programme in accordance with the listed package contents.

In the case where special operating conditions or an individual programme modify the provisions of any Item in these General Conditions and Instructions, the reference or provision stated in that programme shall prevail.

In the case of bookings made via telephone or online, it shall be considered that the Client has accepted the provisions of these General Operating Conditions at the moment of making the booking via telephone or the Internet. Clients may obtain full information on the provisions of these General Conditions and Instructions at the website <http://www.Go-Green.si> or any other website at which Go Green, acting as the provider of its own or other agencies' travel arrangements, provides its services online, these Conditions bearing a special indication and being made widely accessible.

A Client (or tourist/passenger/holidaymaker, etc.) shall be any person carrying out a valid booking and purchase and payment of travel arrangements or other Go Green's service, to whom these General Conditions and Instructions for Travel Arrangements apply.

### II. BOOKING

A Client may book travel arrangements listed by Go Green at any Go Green's branch office or authorised agency. Upon booking, Go Green and the Client shall conclude a Contract for Travel Arrangements, which shall at the same time constitute a booking confirmation and contain either information on the Clients' travel arrangements or the reference to a travel/holiday/tour programme/itinerary where such information is listed. Upon making a booking, a Client shall be bound to provide all information and documents required by the programme of the package in question, and pay the registration and booking fees.

For its services, Go Green shall charge Clients standard booking fees and the travel arrangement offer fee in the amount of € 6.00 per registration form in the case of daytrips, and € 15.00 per registration form (voucher) for all other tour and holiday arrangements. In the case of complex offers to be compiled, Go Green shall charge an offer compilation security fee in the amount of € 30.00.

Should a Client fail to state correct information upon making the booking, then this Client shall bear the exclusive responsibility for any costs or consequences resulting from providing incorrect information.

Bookings shall be binding and Clients shall only be able to withdraw in accordance with the provisions on Package Cancellation by Clients (Item VII of these General Conditions). A Contract shall be deemed

valid when it has been signed by a Client, or upon making the payment, regardless of whether it has been signed or not.

In addition to an express written booking or signed Contract, any other order made orally or in writing and containing the Client's first and last name(s) and the name(s) of other travellers, credit card number(s) or other payment instrument ID, the payment of registration fee shall or part thereof, payment of application or booking fee, an implicit act suggesting that a Client has made a binding booking, or a booking containing any of the abovementioned information, shall also be considered a binding booking.

When making a booking on request (RQ-request), a Client shall pay a security (guarantee) fee in the amount related to the scale of cancellation costs by the responsible organiser and the foreseen departure date, a minimum of € 42.00. Thus, everything listed in these Conditions or in the conditions of the responsible organiser shall become legally binding for both the Client and the organiser should the responsible organiser confirm such a booking on request.

If a Client decides to make a booking on option (demand or offer), the applicable conditions for the conclusion of the Contract shall be those listed in the option document. The option shall not apply and shall not be binding for the Client nor the organiser in the event of force majeure or a 'stop booking' scenario.

### III. PAYMENT

The date on which a Client carries out the payment at a Go Green cashier or an authorised agency or the date when payment arrives to Go Green's transaction account shall be considered the payment date.

Upon making the booking, a Client pays a registration fee in the amount of 30% of the selected travel arrangements, or the amount stated in the programme of the travel arrangements/itinerary of the tour/holiday, and the booking fee. The balance is to be paid at least 8 days prior to the start of travel/the tour/trip/holiday or as stated in the programme.

Should a Client or the Client's booking agent fail to pay the balance/outstanding portion of the contractual obligation, it shall be considered that this Client has terminated the Contract for Travel Arrangements; in such a case, the provisions on the Client's withdrawal from the Contract for Travel Arrangements listed in Item VII of these General Conditions and Instructions for Travel arrangements shall apply, mutatis mutandis.

Registration and booking fees paid correctly and in due time shall, subject to conditions laid out in these General Conditions and Instructions for Travel Arrangements or subject to special operating conditions or to the particular provisions of a programme, constitute a warranty to fill a vacancy or take part in the travel arrangements in question.

Upon departure, a Client shall be bound to present to the tour leader or agency representative the document proving the payment of the full price of the travel arrangements (referral/voucher and/or invoice/receipt); failure to do so will result in the tour leader/rep refusing that Client's participation in the travel arrangements/tour/holiday package.

Clients may make payments in cash or using other appropriate means of payment. If payment for the holiday or travel arrangements or other Go Green's service is not made in cash (but using credit or debit cards, etc.), then Go Green, pursuant to the conditions of non-cash operations of financial institutions, shall in no case be able to grant a cash refund, but Clients may request a credit provided they are eligible to do so.

Special payment conditions are listed in the offer and/or Service Price List.

#### **IV. PRICES**

The prices of travel arrangements are listed in the programme/itinerary of each package and are valid from the date the programme/itinerary is made public.

In addition to the basic price of the travel arrangements, a Client shall also be bound to pay all obligatory supplements (for visas, etc.), which - unless they have already been included in the basic price of the package - shall be added to the basic price of the package and potential optional supplements in the Contract for Travel Arrangements to form the final price, thereby constituting the Client's final obligation under the Contract for Travel Arrangements in question.

The organiser of the travel arrangements, holiday or tour shall be entitled to increase the price at the latest by 20 days before the start of travel, the holiday or tour if changes in the exchange rate of the contractual (agreed) currency took place or if there was an increase in transportation costs, including fuel prices, or higher fees for certain services (at seaports, airports, etc.) that will affect the price of the travel arrangements. The increase of the price is calculated using the same percentage that applied to the increase in the cost of the aforementioned price calculation elements. The contracting party or Client shall be entitled to terminate the Tour Arrangements Contract if the aforementioned increase exceeds 10% of the basic price of the package. In this case, the Client shall be entitled to a refund of the paid sum, which does not include the right to the reimbursement of any damages and potential visa, insurance, vaccination and similar expenses. The organiser of the tour or holiday shall inform Clients of any such increases in the price of the package in question.

In its programme of travel arrangements/itinerary of the holiday/tour, Go Green may recommend that Clients pay for services (additional or optional trips, sports equipment hire, etc.) to be provided at the destination. In such cases, Go Green does not act as the organiser or intermediary but merely as a provider of such information. Therefore, Clients shall direct any complaints or compensation claims exclusively to the actual providers of such services at the destination.

In its programme, Go Green may set a price of a package but also add an explicit mention that this price could decrease/increase if a certain number of participants apply or if other specifically defined circumstances arise. Such a mention does in no way guarantee that such conditions for a price decrease/increase will actually occur. Clients shall not be entitled to withdraw from their Contracts because the conditions for a price decrease have not occurred.

Any potential discounts and benefits shall always be mutually exclusive and non-cumulative. If several discounts and/or benefits are possible, then Clients shall be able to opt for the discount or benefit that fits them best and for which they are eligible.

#### **V. SERVICES INCLUDED IN THE PRICE OF TRAVEL ARRANGEMENTS**

Unless a particular programme/itinerary states otherwise, the price of travel arrangements (a package) includes transportation (air ticket - economy class), hotel and catering services stated in the programme/itinerary of the travel arrangements/tour/holiday package, and the costs of organising the above.

Unless stated otherwise in a programme/itinerary, the prices of a package are per person in double/twin bed room hotel accommodation.

#### **VI. SPECIAL SERVICES**

Special services are those services that are generally not included in the basic price of the package (single bed room, special diet, optional trips, etc.).

In the case where a particular package lists special or additional services, the Client will express the wish to use them upon making the booking and the payment of these extras is added to the basic price of the package. The published prices of additional or special services shall apply only in the case where they are ordered and paid for upon booking and paying for the basic package at the booking point of sale.

During the course of the trip/tour/holiday, Clients make payments for special services directly to the tour manager or to Go Green's representative or to the representative of the agency organising the Client's travel arrangements/trip/tour/holiday package in question, at the location where the service is being operated/provided, in the appropriate currency, under the condition that the service in question can still be ordered, at the price that applies at the selected destination.

## **VII. CLIENTS CANCELLING or CHANGING THEIR TRAVEL ARRANGEMENTS**

Clients shall be entitled to cancel their travel arrangements at the point of sale where they made the booking. If a Client withdraws from the Contract for Travel Arrangements, then Go Green shall be entitled to the reimbursement of costs due to the termination of that Contract for Travel Arrangements. The amount of the costs to be reimbursed depends on the period of time in which the cancellation was made. If a Client withdraws from a Contract for Travel Arrangements, then that Client shall be bound to cover Go Green's administrative costs in the amount of € 15.00 per referral or voucher.

In the case where a given programme sets out different conditions for cost reimbursement, the conditions defined in that programme shall apply.

The amount of costs to be reimbursed due to the cancellation of a package depends on the period of time between the cancellation of the package and the actual beginning of the service:

- from 45 to 30 days before the date of the beginning of the services to be provided - 10 % of the package price;
- from 29 to 22 days before the date of the beginning of the services to be provided - 30 % of the package price;
- from 21 to 15 days before the date of the beginning of the services to be provided - 40 % of the package price;
- from 14 to 8 days before the date of the beginning of the services to be provided - 60 % of the package price;
- from 7 days to the actual date of departure or the beginning of the services to be provided - 100 % of the package price;
- No-show without cancellation - 100 % of the package price.

In the cases where Go Green is not the organiser of the holiday or travel arrangements, the following minimal conditions shall apply in order to determine the amount of package cancellation costs:

- up to 45 days - 10 % of the package price;
- from 44 to 35 days before the beginning of the services to be provided - 50 % of the package price;
- from 34 days up to and including the date of the beginning of the services to be provided - 100 % of the package price.

In all cases where the subject of the contract is the purchase of air tickets, Go Green shall be entitled to hold the ticketing service charge in addition to the cancellation and administrative costs.

If a Client does not show up or cancels the Contract for Travel Arrangements on the very date on which the holiday or tour begins or even after that, then Go Green or another travel arrangement/holiday/tour organiser shall charge the Client for the full value of the package.

**If, however, a particular programme states other conditions for reimbursement of costs due to cancellation, then the conditions laid down in that programme shall apply.**

Upon withdrawing from a contract, the Client must sign a cancellation document provided by the salesperson. Should the Client refuse to sign this document, then it shall be considered that he/she did not terminate the Contract for Travel Arrangements.

A Client may also terminate travel arrangements when they are underway based on a written statement on termination. If a Client decides to terminate an on-going tour or holiday, then he or she shall not be entitled to any reimbursements of costs or purchase price, be it in part or in their entirety.

If during an on-going tour a Client decides to change the itinerary or does not travel in accordance with the programme that is a constituent part of the Contract with Go Green, then it shall be considered that this Client has withdrawn from the Contract during the tour. Also, in this case, he/she shall have no right to any reimbursement of costs or purchase price, be it in part or in their entirety. In such a case, the Client shall however be held responsible for any costs or damages caused by his/her changes made to the programme.

In the event of changes to the programme at one's own initiative or due to force majeure, which do not involve any fault on the part of Go Green due to incorrectly performed services, the Client shall not be entitled to claim any damages or price reductions.

A Client or a point of sale may modify the name(s) and number of passengers, accommodation arrangements and the date of departure after the conclusion of the Contract, but only under the condition that such modification is possible without cancelling the existing package. For each such modification, Go Green shall charge administrative fees in the amount of € 15.00. In the cases where the costs of such modifications are higher, especially when a package includes a chartered or regular flight, which results in costs of cancellations and changes as they are charged by the providers, Go Green will require the reimbursement of such actual costs borne out of the modification(s) in question.

#### **VIII. CANCELLATION RISK INSURANCE**

If upon making a booking a Client anticipates to potentially encounter certain circumstances (personal or in the immediate family) preventing him/her from taking part in the travel arrangements, then he or she may pay a cancellation cover charge. The agreement on cancellation can be concluded at the latest on the date of the booking confirmation and shall only apply in the case of summons, unexpected deterioration of one's health condition or death in the immediate family (spouse, parents, children). Such a Client may only claim the reimbursement of the paid sum based on the paid cancellation cover charge upon presenting written proof of the underlying reason.

The amount of the cancellation cover charge is 5% of the package price. A particular programme might specify another amount of the cancellation cover charge or state that such payment is not possible.

Regardless of the paid cancellation cover charge, if a Client cancels the package, Go Green shall remain entitled to the reimbursement of administration costs in the amount of € 15.00 per referral/voucher and to retain the sum of the paid cancellation cover charge. In the case where the subject of a Contract for Travel Arrangements is the purchase of an air ticket, Go Green shall be entitled to retain, in addition to the administrative costs, the ticketing service charge (TSC) as well. Therefore, based on the paid cancellation cover charge, a Client shall be entitled to a reimbursement of the paid sum for the agreed travel-related services minus the administrative costs, the sum of the paid cancellation cover charge and TSC. Go Green shall not be held liable for any other potential costs incurred by a Client due to the planned tour or holiday or other travel-related service under the Contract for Travel Arrangements (such as vaccination and visa costs, transportation, etc.).

A Client shall be entitled to claim the reimbursement of payments based on the paid cancellation cover charge if the Contract for Travel Arrangements is terminated due to the abovementioned reasons at the latest two hours before the start of the scheduled start of the tour or holiday. It shall be considered that the scheduled start of the tour or holiday beginning with organised coach, air or sea transportation is the time of the departure of the coach, airplane or boat. In the case where the tour arrangements

do not include organised transportation, the criterion shall be the time at which the Client would normally be admitted to the booked accommodation facility (usually 2 PM).

If a Client does not start the tour or holiday on the date scheduled as the beginning of the tour or holiday and fails to cancel the booked package prior to its beginning, he or she shall not be entitled to claim the refund of the payments based on the paid cancellation cover charge. In the case of holiday packages not including organised transportation, a Client shall not be eligible to demand a refund of his/her payments based on the paid cancellation cover charge if he or she fails to present himself/herself at the accommodation facility on the date that the package is scheduled to begin.

It shall also be considered that a Client has not begun the tour or holiday or that he/she has withdrawn from the Contract when the transportation provider (airline, cruise or ferry or coach company, etc.) refused the Client to board due to any reasons related to security or regulations, regardless of whether this took place at the start of the tour/holiday or during its course. In such cases, the Client shall be held responsible for the total damages arising from such a refusal and therefore not eligible to claim any refunds based on the paid cancellation cover charge. Likewise, a Client shall not be entitled to a refund based on the paid cancellation cover charge if he/she fails to produce an appropriate written proof of a justified reason to cancel the tour or holiday.

It is not possible to make any claims for refunds based on paid cancellation cover charges after the holiday/tour start date nor for the unused time period of the tour or holiday in question.

For other cases of documented force majeure scenarios that do not fall into the category of events covered by the cancellation but causing a Client to cancel a tour or holiday or withdraw from the Contract, Go Green shall be entitled to the reimbursement of its costs already incurred, as well as costs resulting from the cancellation of the tour/holiday. Such force majeure events should be documented by valid official records and of the type that could in no way have been foreseen or avoided before the conclusion of the Contract.

In the case where a Client takes out an insurance policy against the risk of cancelling a tour arrangement with one of the insurance policies, the Client shall claim his or her rights arising from the cancellation risk insurance from the insurance company in question, whereby the general operating conditions of that insurance company shall apply. The damage claim procedure and the time needed to resolve the damage claim shall be in the exclusive domain of the insurance company that insured the cancellation risk.

## **IX. THE ORGANISER'S RIGHT TO CANCEL A TRIP/TOUR**

In accordance with the legislation in force, Go Green shall reserve the right to cancel a trip/tour, or to change the programme of a trip/tour. Go Green shall reserve the right to cancel a tour at the latest 7 (seven) days before the planned departure date if the number of participants who applied for the tour does not reach the necessary minimum number as it is laid down in the programme or Contract for Travel Arrangements.

Unless stated otherwise in a programme or Contract for Travel Arrangements, the minimum number of passengers in a given means of transport shall be as follows:

- for coach trips - at least 40 passengers per vehicle;
- for tours using regular air routes around Europe - at least 20 passengers per group;
- for tours using intercontinental air routes - at least 15 passengers per group;
- for tours using special planes, trains or hydrofoil boats - at least 80% of the full capacity of these means of transport.

In the cases where Go Green expressly vouches in print to carry out a departure or if a departure is guaranteed, then Go Green cannot cancel such tours.

Go Green reserves the right to a total or partial termination of the Contract if before or during the implementation of the programme exceptional circumstances occur that could not have been expected, overcome or avoided, with such circumstances presenting a justified reason preventing Go Green from concluding the Contract had they existed at the time of the Contract being concluded. In travel arrangements and other travel and tourism-related services where appropriate weather conditions are key to carrying out the programme, the withdrawal from the Contract due to inclement or inappropriate weather shall be considered a withdrawal from a Contract due to exceptional circumstances. In such a case, a Client shall only be entitled to receive a refund of the sum paid to Go Green or to have the payment transferred to a later departure.

Go Green shall be entitled to terminate a Contract or withdraw from it, demanding a compensation of damages from a Client who directly violates the provisions of the Contract concluded with Go Green , mainly if it has been discovered that the Client intentionally provided Go Green with false information regarding the number of passengers or their age, or if changes occurred during the holiday or tour, of which the Client failed to notify Go Green .

Go Green shall reserve the right to change the date and time of departure or to cancel a tour due to a change in flight schedules or the occurrence of a force majeure scenario, and the right to change the direction of travel if travelling conditions change (new schedule, precarious situation in the country where the programme is to take place, natural disasters or other unforeseeable reasons that Go Green cannot influence in any way), without any special compensation and in accordance with the rules that apply to passenger traffic.

Go Green shall not assume any responsibility for changes to its programmes due to the occurrence of any force majeure event during the implementation of the programme. In such cases, it may provide its Clients with services in a modified form in accordance with the possibilities at hand.

If Go Green cancels a tour or holiday, then Clients shall be entitled to a full reimbursement of the paid package price. However, if Go Green cancels a tour or holiday, this does not entitle Clients to any refunds of the costs of visas needed for the entry into the country where the cancelled programme was to take place, or the costs of any vaccinations that the programme required.

Go Green shall inform its Clients immediately of any subsequent changes to the programme. If Go Green or any other tour organiser withdraws from the Contract during its performance, then it shall be entitled to receiving a fair payment for the agreed services. On the other hand, a Client shall not be entitled to receive any refunds of administrative costs and the fees of insurance taken out with an insurance company.

Go Green shall not be held liable for any delays of flights, boats or trains, nor for any changes to the programme that would result from such delays.

In the case where Go Green, due to a force majeure scenario that it could not have anticipated, avoided or prevented, cannot guarantee the accommodation of its Clients in the agreed facility, they can be moved to another facility of the same category or a category superior to it, at the agreed destination.

## **X. TRAVEL DOCUMENTS and OTHER CLIENTS' OBLIGATIONS**

Clients are bound to obtain information on the regulations regarding passports, visas, foreign currency, customs and health that are in force. Clients shall also be bound to make sure that they personally, their documents and luggage meet the conditions set out in the border customs, health and other regulations of their country of origin as well of the country/countries to which or through which they will be travelling.

A Client applying for a holiday or tour to a foreign country must be in possession of a valid passport or other form of ID document required for entry into the selected country.

In the case where entry to a given country is subject to a certain period of validity of the ID document between the date of entry into that country and the expiry of the document's validity, it is Clients themselves who shall be bound to take note of and act in accordance with such provisions, therefore Go Green shall not be held accountable for any potential inconveniences or forced suspension of Clients who fail to comply with the above.

Clients shall be bound to procure the visas for the countries in which they are travelling and get the vaccinations required for these countries before the start of the holiday or tour or until the deadline laid down in the programme. Should a Client fail to comply with these obligations, then Go Green shall act in accordance with the provisions that apply to Clients cancelling their packages. In the case where it is Go Green that arranges for Client visas, Go Green shall not vouch for success in securing a visa. Go Green shall not refund visa costs and visas themselves. Go Green shall also not vouch for the accuracy of information obtained from competent embassies. In the case of denied entry to a country, or other impediments, all related expenses shall be borne by Clients themselves. Go Green's intermediation to acquire visas is not included in the price of the holiday or tour but paid for separately. It shall be considered that a Client is making his/her own arrangements to acquire a visa when he/she does not provide Go Green with all documents required to obtain a visa within the deadline laid out in a programme or offer.

Due to requirements in international passenger transport (plane, boat, coach, etc.), a Client shall be bound to submit upon booking all required information on all people attending the tour or holiday whose participation he or she is booking. This information must match entirely the data in the official documents that people taking part in a tour or holiday are bound to carry in accordance with national border crossing legislation and applicable foreign legislative acts. In the event of false information causing a delay, extra costs or termination of travel, it shall be the Client himself/herself who will be responsible for any resulting costs to the participants in the holiday or tour in question.

A Client shall be bound to respect the house rules of catering and accommodation facilities, and to cooperate bona fide with the organiser's representative and service provider. Should a Client fail to act in accordance with his/her obligations, then he/she alone shall answer to the organiser for any damages thus caused, while the organiser shall refuse any responsibility for damages incurred by the Client in such a case. During the course of the holiday or tour, the Client shall be bound to behave in a way that does not jeopardise the livelihood or health of his/her fellow travellers and the course of the holiday or tour itself. In the case where a Client behaves in a manner not compliant with this provision, the organiser's representative shall be entitled to exclude him/her from pursuing the tour or holiday stay without refunding any costs whatsoever, the exception being payments to be made on the spot.

## **XI. NOTIFICATION LETTERS PRIOR TO DEPARTURE/TOUR or HOLIDAY**

Go Green shall not send notification letters prior to departure to its Clients via traditional mail except if a particular programme provides for otherwise. Clients shall receive notification letters prior to departure on their e-mail address (if the provided one upon booking) or have it handed to them at their booking point of sale, where it shall be made available at the latest five (5) to seven (7) before the start of the holiday or tour. Go Green's Clients also have at their disposal the e-mail address [info@Go-Green.si](mailto:info@Go-Green.si) and the telephone number +386 1 6200 855, where they will be able to ask for a letter to be sent to them. Notification letters prior to departure for daytrips and all packages provided within Slovenia and Croatia using own transportation will not be drafted as all necessary information is provided in the programme of the trip or holiday.

In the event of Clients not receiving via e-mail their notification letters up to three (3) days before their scheduled departure, they are kindly asked to report the issue to their booking point of sale or to the e-mail and/or telephone number listed above.

Any damages resulting from a Client providing an incomplete or false address (house number and/or electronic) for the purpose of issuing a referral/voucher, Contract or notification letter, shall be borne exclusively by that Client.

## **XII. HEALTH REGULATIONS**

Pursuant to World Health Organisation regulations, Clients are required to get vaccinations in order to travel to certain countries and get an appropriate certificate thereof. Vaccination is obligatory even if such regulation is adopted after a Contract for Travel Arrangements has already been concluded; this shall not constitute sufficient grounds to terminate a Contract if there are no contraindications for a Client's health. In the latter case, the Client shall be bound to provide a medical certificate. If a programme of a tour/holiday mentions or requires certain vaccinations, then each client for himself/herself should make sure to obtain an international certificate - a yellow booklet where received vaccinations are recorded. Go Green shall not be held accountable for potential complications or a Client's interruption of travel due to the Client not respecting the health regulations of the country to be entered or the requirements of the programme he or she booked, nor for any costs related to the above.

## **XIII. LUGGAGE**

Luggage transportation is not the responsibility of the organiser or the agent, therefore they will not be held accountable for any destroyed or lost luggage not for any theft of the luggage and/or other valuables at the hotel. Clients should address any claims regarding destroyed or lost luggage directly to the transportation company, hotel or other direct service provider. For the transportation of special equipment such as bicycles, surfboards, golf equipment and the like, Clients shall be required to pay a supplement to the airline, usually just before departure at the airport. In any event, the transportation of such equipment should always be announced upon making the booking, and the airline reserves the right to refuse the transportation of such equipment due to restrictions in its carrying capacities. Any costs damage resulting from such refusal shall be borne by the Client.

The transportation of luggage up to a certain weight set by the provider is free of charge. In the event of air travel, a Client shall be entitled to free transportation of luggage of a certain weight (depending on the airline's policy) and the Client shall pay a supplement for each kilogram of excess weight at the spot in the appropriate currency or in accordance with the airline's policy. Children aged up to two years shall not have the right to free luggage transportation.

In the case of air travel, the sole party responsible for luggage shall be the plane company based on regulations in force in international passenger air traffic.

In the event of luggage being lost, Clients are expected to fill in the PIR form of the airline that provided the transportation, and hand it over to that airline's representative, keeping one copy for their own record. Based on this form, the airline shall pay compensation in accordance with the regulations in force in international passenger air traffic.

Go Green shall in no case be held liable for the theft or damage to its Clients' luggage and other personal items, valuables and documents from accommodation facilities (hotel rooms, apartments, etc.) and means of transportation (planes, coaches, boats, etc.).

## **XIV. PUNCTUALITY OF TRANSPORTATION PROVIDERS**

Go Green shall not be held accountable for the punctuality of transports in land, sea and air travel when they are provided by public means of transport, scheduled or non-scheduled land, sea or air routes. The transportation companies' liability shall be defined appropriately in the contract between a Client and the transport service provider, which will take effect upon the use of the means of

transport. Go Green shall not be held responsible for any damage resulting from delays, cancellations or changes to the route or means of transport.

Go Green shall reserve the right to change the time schedule, airplane type, airline and direction of flight (layovers, flights via other airports and the like) arising due to various technical and organisational reasons. Delays are also possible, which are most often caused by air space restrictions, strikes and bad weather, and the organiser cannot influence any of the above in any way.

The changes mentioned in the above paragraph that affect travel arrangements do not count as a change in the programme of the tour or holiday as the first and last days are intended exclusively for the arrival and departure from the destination, not for rest.

48 hours before the scheduled return, Clients shall be bound to check with the organiser's representative the actual hour of the return.

#### **XV. LOSS OF DOCUMENTS**

If during the course of a trip, tour or holiday, a Client loses his or her documents or if they are stolen, and if these documents are essential for the continuation of travel or return to the country of residence, then the Client should procure new documents at his or her own expenses.

In order to arrange the related formalities, the Client may turn for advice and assistance to the tour leader or Go Green representative or to the representative of the organiser of the trip, tour or holiday that the Client is taking part in.

In the event of a Client having to interrupt the tour or holiday due to the loss or theft of essential documents, he or she shall not be eligible to receive any refunds of the paid tour or holiday package price or related expenses.

#### **XVI. INFORMATION**

The information given to Clients at the booking point of sale do not place Go Green under an obligation greater than that laid down in the programme or offer. When in doubt, the following shall be considered valid: written offer, written information, or written explanation.

Average care and diligence of a Client ordering services online or via telephone and therefore well versed in the use of such services therefore would be to procure all information that is important to him/her on his/her own via the website of the accommodation facility or holiday destination.

**INSTRUCTIONS and SPECIAL CONDITIONS and USEFUL INFORMATION** published in the brochures and/or price lists apply to all packages, be it group or individual departures, for listed and customised programmes, unless stated otherwise therein, and the services booked, forming an integral part of the **GENERAL CONDITIONS**.

Photographs published online and in promotional materials are for information purposes only, therefore Go Green cannot guarantee the completeness or veracity of such information and the actual appearance, except when such a guarantee is stated explicitly.

The information provided in climate charts express a statistical average of several years and serves merely as orientation to help Clients, therefore Go Green shall not be held accountable for any potential discrepancies between such information and the actual situation.

## **XVII. CATEGORISATION OF ACCOMMODATION FACILITIES and GENERAL INFORMATION ON HOUSE RULES**

Accommodation listed in programmes is rated in accordance with the official national categorisation of each destination country as it stands at the time of the programme being issued, therefore the organiser cannot affect it in any way. The standards of travel and tourism offers between various selected destinations differ and are therefore not comparable. In this respect, one must take into consideration that categorisation criteria at some tourist destinations can be considerably different from those in use in Slovenia or in most West European countries, therefore it is recommended to book a higher accommodation category in these countries.

The organiser shall not assume any responsibility for any written or oral information provided by the organiser's authorised agency that does not match the description of services in the organiser's programme.

House rules, food, services, the beach, as well as other services offered by hotels are supervised by local tourism boards. Once again, the organiser is not able to affect these elements in any way.

In the case of packages dubbed 'all inclusive', one should read carefully the description of the services listed in the programme or offer, as one should not consider all of such 'all inclusive' offers to be equivalent. Usually, the basic service common to all 'all inclusive' packages is full board (breakfast, lunch, dinner) and (local) drinks included with the meal.

If a Client does not pay the supplement for a room with special characteristics (sea view, balcony, position - orientation, particular floor) upon booking, then accommodation will be provided in one of the rooms officially registered to be issued to hotel guests. Room distribution shall be at the discretion of the hotel, so the organiser of the tour or holiday cannot affect this in any way - it can let the hotel know the Client's wishes but cannot guarantee that these wishes would indeed be granted. In the event of single room accommodation, Clients should bear in mind that the standards of such rooms usually do not match the standards of double/twin rooms - they are usually smaller and have a less favourable position. In the event of triple room accommodation, Clients should bear in mind that this will most often be a double/twin room with an additional (spare) bed, therefore the comfort of the third person shall not be equivalent to the accommodation standard of the other two persons. This is usually a folding bed, the size and comfort of which is not the same as that of a normal bed, therefore it is suited for children.

## **XVIII. REMARKS OR COMPLAINTS**

Clients are expected to complain about any irregularities or shortcomings at the destination and address them to the tour leader, Go Green's representative or the representative of the tour/holiday organiser organising the Clients' tour or holiday package, directly to the actual provider of services or to the authorised local agency. In the case where a complaint, judging from its nature, could have been solved at the destination (such as insufficient cleanliness of a room, equipment, position of the room, etc.), and the Client failed to complain about the defect at the location, failing to inform thereof the abovementioned persons, it shall be considered that the Client agreed to the service provided in such a manner, thereby forfeiting the right to make any later claims and to demand a reduced price of the service or the payment of damage compensation. Go Green shall not consider any complaint that the Client did not support by attaching a report on the complaint drafted by a representative of the organiser or service provider, proving that the complaint could not have been resolved at the spot.

Complaint procedure: The Client should promptly and on the spot complain about an inadequate service to the organiser's representative and, in the absence of the latter, to the service provider. In the process of eliminating the cause for complaint, the Client is expected to cooperate with the representative in good faith. Should the Client refuse to accept a solution to the complaint being offered, which would correspond to the services paid for as per the programme, then Go Green shall

not take into consideration any subsequent claims for damage compensation or the reduction of the package price. If the cause for complaint could not have been eliminated, then the Client shall compile a written report in cooperation with the representative. Having returned from the trip, tour or holiday, the Client must within the statutory deadline, that is within two months from the end of the tour/holiday, send a written complaint to the address: Ekoturizem d.o.o, Dunajska cesta 152, 1000 Ljubljana, Slovenia, and attach to it appropriate evidence justifying the complaint (obligatory written report signed by the representative, any invoices due to extra expenses, etc.). The organiser shall be bound to send its first reply to the Client within 8 days from having received the complaint, and the final reply within a suitable deadline needed to obtain the information on the reason for complaint; or within the time period required to obtain information from third parties, in accordance with Article 892 of the Obligations Code. Until the organiser issues its reply to the Client's claim due to a complaint, the Client shall refrain from forwarding the complaint to third parties and competent institutions, or from sending any information to the mass media and other public bodies.

The organiser shall only handle those complaints where the underlying cause could not have been eliminated at the destination. In the event of complaints about holidays or tours not organised by Go Green, Go Green shall forward the complaint to the organiser responsible for the tour or holiday, and inform the Client in writing of the way the complaint is/was being handled. We would also like to draw attention to the fact that foreign organisers have set a shorter deadline for the submission of complaints - 30 days, therefore Clients must send their complaints in the shortest possible time period. In the case where Go Green only acts as the provider of information, Clients are expected to make all of their claims for compensation due to a complaint on the spot, with the actual party organising the optional trip, sightseeing, etc. Go Green shall not handle any claims for price reductions, damage compensation and other claims where there has been no written complaint.

A complaint must be signed and can be filed by the Client himself/herself, or by a third person given express authorisation by the Client. Such authorisation must be attached to the complaint, otherwise Go Green shall not consider the complaint. Likewise, Go Green shall refrain from handling any complaints not sent to the abovementioned address, or any complaints sent via e-mail.

A complaint must be justified. The Client should therefore attach to it appropriate evidence and/or appropriate confirmation from the hotel, transport provider or any other relevant person regarding the actual state of affairs, based on which the Client is making his/her claim.

Pursuant to Article 894 of the Obligations Code, the maximum damage compensation due to a service not being performed in full or correctly shall be limited to the amount paid for it. Clients shall be entitled to compensation in the amount of the real value of the services not provided. This provision does not apply in the case where Go Green is entitled to cancel the selected arrangements or modify a programme, in accordance with the provisions of these General Conditions and the Law. This limitation of responsibility shall apply to all tours or holidays for which a Contract for Travel Arrangements has been concluded. Clients shall not be entitled to receive any compensation for any loss of profit, and to the compensation of any damage and the refund of any costs resulting from such damage.

## **XIX. PROTECTION OF PERSONAL DATA**

Go Green shall protect all data provided to it in accordance with the Personal Data Protection Act (Official Gazette of the Republic of Slovenia, No. 94/2007-UPB-1, hereinafter: ZVOP-1). It shall be considered that by signing the Contract, pursuant to Paragraph 2 of Article 10 of ZVOP-1, the Client has granted the authorisation to process personal data for the purpose of concluding and implementing the Contract.

By accepting these General Conditions, the Client at the same time grants the authorisation to Go Green to forward personal data to authorised third persons, and agrees that the Client's personal data can be used for the following purposes: direct marketing, market research, business operation analyses, client segmentation, statistical processing and providing information on Go Green's offers and the offers of its business partners. Should a Client wish to withhold such an authorisation, he or she may express this decision upon making the booking of the travel arrangements, tour or holiday package.

## XX. SPECIAL PROVISIONS OF THE CONSUMER PROTECTION ACT

The extracts from the Consumer Protection Act (Official Gazette of the Republic of Slovenia Nos. 98/2004-UPB2, 126/2007, 86/2009, 78/2011, hereinafter: ZVPot) pertaining to the organisation of tour or holiday packages:

**Use:** ZVPot only pertains to consumers.

**Scope of use:** ZVPot only pertains to tour or holiday packages and not to other services for tourists.

### Event:

### Deadline:

Possibility to cancel a tour due to an insufficient number of participants who booked it	Notification to passengers sent at least 7 days prior to the scheduled departure
Price increase - only due to the increase in fuel charges, tariffs, exchange rates	Notification to Clients 20 days prior to departure, possibility for Clients to cancel the package if the increase exceeds 10% of the package price
Deadline for complaint	2 months from the end of the trip
Reply to complaint	8 after receipt of the complaint
Change of the name of the passenger at the Client's request	8 prior to departure if change can still be implemented - at the Client's costs

## XXI. FINAL PROVISIONS

All prices listed in Go Green's offers already include value added tax. In the event of a dispute, the competent court shall be the district court of the Client's residence.

These General Conditions apply to all Contracts concluded from the date these Conditions are published at the website <http://www.Go-Green.si>.

## **SPECIAL CONDITIONS AND INSTRUCTIONS FOR TRAVEL ARRANGEMENTS**

These Special Conditions apply to certain separately listed travel arrangements (intercontinental tours, cruises, foreign language courses abroad, Crusies operated by catamaran providers, offers for ad hoc groups, etc.) in the portion that differs from these General Conditions and Instructions for Travel Arrangements, otherwise the General Conditions and Instructions for Travel Arrangements or an individual provision in an individual programme stating otherwise shall also apply to these packages.

### **I. IN THE CASE OF ACCOMMODATION IN HOLIDAY APARTMENTS**

In the case where the selected, booked and paid for holiday package is based on accommodation in holiday apartment buildings or individual apartments, entry to these apartments shall be made possible after 4 PM on the date of the start of any individual package. On the last day of each individual package, the Client is expected to leave the apartment by 10 AM.

### **II. IN THE CASE OF A SINGLE CLIENT BOOKING A PACKAGE BASED ON TWO-BED ROOM ACCOMMODATION**

In the event where there is one person booking a holiday or travel arrangements, the Client may, pursuant to the provision of the second Paragraph of Item V of these General Conditions and Instructions for Travel Arrangements, leave it to Go Green to assist him/her in finding a fellow participant in the same package with whom he or she will share a room or would be willing to do so. Regardless of the above, the booked Client shall be bound to pay a single room supplement for the case where Go Green does not succeed in finding a roommate for the single booked Client.

In the case that a fellow traveller/roommate is found for such a single Client in accordance with the first Paragraph of this Item, such a Client shall be refunded with the single room occupancy supplement or the surcharge is calculated into the final instalment of the payment for the travel arrangements.

Should this Client and his/her roommate (as defined in the preceding two Paragraphs) find during the course of the holiday or tour that they would nevertheless wish to occupy single rooms, this shall only be able to do so if such an option is available at the location, depending on vacancy capacities. The resulting costs shall be borne by each of the two clients, each half of the total cost.

### **III. FOR INTERCONTINENTAL TOURS AND INTERCONTINENTAL HOLIDAY PACKAGES**

The bookings of Clients applying for intercontinental tours and intercontinental holiday packages can be made at all Go Green branch offices and authorised travel agencies until the vacancies have been filled, yet at the latest by 60 days prior to departure. If the possibilities to carry out an individual tour or holiday package allow for it, bookings can be made even within this 60-day time period. Upon booking, Clients pay a registration fee in the amount of 30% of the value of the tour or holiday package, and the balance is paid at the latest 14 days prior to the scheduled departure.

In the event of a Client booking a tour or holiday package within the aforementioned 60-day time period before the start of the tour or holiday, Go Green shall be unable to guarantee that the advertised booking conditions for that tour or holiday will apply; it can only guarantee the most advantageous conditions at that given point in time.

Go Green shall not be held accountable for any changes in arrival or departure times of flights that airlines may change at their own discretion, therefore Clients should, prior to an individual departure or upon any interruption to the tour check and confirm the further travelling schedules at the latest by 48 hours prior to travelling.

#### **IV. FOR SKIING HOLIDAY PACKAGES**

The lack of snow is not a reason that would be considered force majeure, therefore if a Client cancels a skiing holiday because there is not enough of snow, Go Green shall act in accordance with the General Conditions for the cases of Clients cancelling packages. We also state explicitly that the cancellation fee in the event of holiday apartment rent applies exclusively to the cancellation of the hire of the entire apartment and not for individual persons.

#### **V. FOR CRUISES**

The Special Conditions for Cruises shall apply to all cruise packages; Clients shall receive them upon booking, and they are also available as a special printed insert, as well as at [www.Go-Green.si](http://www.Go-Green.si).

For travel arrangements where the programme is operated by the catamaran, Go Green shall reserve the right to cancel the Contract for Travel Arrangements in the event of weather conditions unsuitable for sailing. Go Green shall also reserve the right to cancel the tour immediately before the scheduled start of the trip and tour on board catamaran due to unsuitable weather. The hour of departure listed in the programme shall count as the start of the trip or the tour. In such a case, Clients shall only be entitled to a refund of the paid sum or to transfer the package they have paid to a later departure date.

#### **VI. FOR TRAVEL ARRANGEMENTS WHERE GO GREEN IS NOT THE ORGANISER OF THE HOLIDAY OR TOUR**

If Go Green does not organise the trip, tour or holiday, it acts as an agent or intermediary. In such cases, it transmits the information received from the organiser of the tour or holiday to the Clients and helps them book their package. The conditions for booking, payment of the registration and fee and the final payment (deadlines) and potential cancellations shall be in accordance with the conditions of another organiser. Such programmes are marked separately, and an appropriate mention is also given on the confirmation of the booked package. It shall be considered that Go Green is selling such packages in another's name and on another's behalf. Any potential complaints shall be handled by the organiser of the tour or package.

#### **VII. TELEPHONE SALES OF TRAVEL ARRANGEMENTS**

In the event of telephone sales of travel, holiday and tour arrangements, a Contract shall be deemed concluded:

- when a Client provides a credit card number,
- in the event of agreeing to pay for the package using a bill or at a branch office, when a Client provides his/her own and the other participants' personal data.

In such cases, Clients shall be bound to pay for the booked service based on the booking number within three (3) days from making the booking, unless a longer or a shorter deadline has been agreed upon. Should they fail to pay within the aforementioned deadline, it shall be deemed that the Contract has not been concluded.

It shall be considered that a Client has accepted the provisions of these General Conditions and of the offer at the moment he or she booked a package over the telephone.

#### **VIII. ONLINE SALES OF TRAVEL ARRANGEMENTS**

In the event of holiday or travel arrangements being booked or sold online, these General Conditions and Instructions for Travel Arrangements shall apply, as well as the Special Operating Conditions and the offer published on the Go Green website or on the website of Go Green's agent.

In the case where the provisions of these General Conditions and Instructions for Travel Arrangements preclude the provisions of the Special Operating Conditions and the offer published on the Go Green website, the provisions published on the website shall apply.

It shall be considered that a Client has accepted the provisions of these Special Conditions and Instructions at the moment he or she ordered an individual Go Green service on the website.

The key condition for the validity of a booking is the payment of the entire service within 3 days from submitting the order or booking, unless a different deadline has been set. If the service has not been paid within the abovementioned deadline, it shall be considered that no booking has ever been made.

#### **IX. TRAVELLING WITH CHILDREN**

Particular cases laid down in particular holiday or travel arrangement offers may stipulate that underage children up to the age determined in such a programme, accompanied by two paying adults, are granted discounts for individual services from among those that make up the package, or on the package as a whole.

The conditions and the amounts of individual discounts are detailed in each particular holiday package description or trip/tour itinerary/programme. If a given programme does not provide for any special discounts for underage persons travelling with two adults, this means that the package in question does not foresee any such discounts.

Each child, regardless of age and the amounts of potential discounts must be entered on the travel document and be in possession of valid ID required for potential entry into the countries travelled to. In the event of a child not being listed on the travel document or voucher for a given holiday or travel arrangements, it shall be considered that this child has no right to travel as part of that particular tour or holiday package.

#### **X. LAST MINUTE HOLIDAYS AND TOURS or LAST MINUTE PACKAGES and other affordable travel arrangements**

A 'last minute' package means that these are the last available holiday or travel arrangements.

Occasionally, the organiser has the possibility to offer certain specially marked affordable packages where the name of the hotel might be unknown upon the conclusion of the Contract. This means that the name of the accommodation facility is not mentioned in the Contract for Travel Arrangements. For such packages, the organiser guarantees the information that is stated in the Contract and includes at least: category of the facility (as per the official national categorisation), room type, services provided at the hotel (overnight, half board, all inclusive, etc.) and the location of the accommodation. The Clients booking such packages will be told the name of their accommodation facility at the latest in the notification letter prior to departure.

#### **XI. AIR TRAVEL WITH LOW-COST CARRIERS**

For low-cost airline flights, Clients are allowed - unless the programme states otherwise - to carry 1 piece of hand luggage (backpack/suitcase) to be taken aboard and measuring a maximum of 56x45x25 cm. The package price also includes 1 piece of luggage per person to be checked in, with a total weight of 15 kg (20 kg in some instances). The exact allowed weight (both for carry-on and checked-in luggage) included in the price shall be stated in the notification letter prior to departure and depends on the selected carrier.

Food and beverages on board are not included in the price and, as a general rule, the seating may not necessarily be allocated beforehand. Upon making the booking, one must state the exact FIRST and LAST NAMES, as the ones printed in the ID document the Client will use to travel (valid ID card when it is sufficient, or passport). Certain airlines also require the number, validity and type of the ID document the Client will use to travel, and the Client's date and place of birth. Any subsequent modifications of

the abovementioned data needed for travel shall entail extra costs or even the purchase of a new ticket.

## **XII. PARTICULARITIES OF 'GO GREENOV AS' TRAVEL ARRANGEMENTS**

For such packages, the name of the hotel is known only upon the arrival to the holiday destination. This means it is not possible to select the position of the building and room type (accommodation will be provided at one of the potential facilities); for these packages, Go Green shall only guarantee the accommodation facility's category (based on the official national categorisation) and the services provided at the hotel (bed only, half board, all inclusive, etc.). If a booking involves several rooms, the organiser cannot vouch that everybody will be accommodated in the same hotel, as such offers entail the sale of a limited number of rooms in an individual accommodation facility.

## **XIII. CONCLUSION**

These general terms and conditions were written first in Slovenian and then in English language. In case of any doubt or misunderstanding, the Slovenian Version is considered as valid.

**Ekoturizem d.o.o.**  
Dunajska cesta 152  
1000 Ljubljana, Slovenia

**Ljubljana, 16 March 2018**