

## KOMPAS d.o.o. GENERAL CONDITIONS AND INSTRUCTIONS

### I. GENERAL PROVISIONS

The present General Conditions and Instructions form an integral part of the Contract concluded between Kompas d.o.o. (hereinafter: Kompas) or an Authorised Travel Agency and the Customer who decides to purchase a holiday, travel or tour package or any other service provided by Kompas.

The General Conditions shall apply to holiday, travel and tour packages and other services organised by Kompas.

The organiser of a tour/trip/holiday shall be the Travel Agency stated to be the organiser of the tour/trip/holiday in a Travel Package Contract, vouching to carry out the published offer in accordance with the listed package contents. In the case where special operating conditions or an individual offer modify the provisions of any item in these General Conditions and Instructions, the reference or provision stated in that offer shall prevail.

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

A Customer shall be any person carrying out a valid booking or purchase and payment of a tour package or other Kompas' service, to which these General Conditions and Instructions apply.

### II. BOOKING A HOLIDAY, TRAVEL OR TOUR PACKAGE

A Customer may book a tour package listed by Kompas at any Kompas' branch office or Authorised Agency or from a distance. Upon booking, Kompas and the Customer shall conclude a Travel Package Contract, which shall at the same time constitute a booking confirmation and contain either information on the Customer's holiday, travel or tour package arrangements, or the reference to a holiday/tour programme/itinerary where such information is listed. Upon making a booking, a Customer shall be obligated to provide all information and documents required by the offer, and pay the registration (advance payment) and booking fees and/or the fee for drawing up of a complex offer.

For its services, Kompas shall charge its Customers standard booking fees in the amount of €12.00 per registration form for single-day travels/trips and €23.00 per registration form (voucher) for all other travel, tour and holiday packages. In the case of preparing complex offers, Kompas shall charge booking fees in the amount of €30.00. A Customer shall be obligated to provide information that is true and entirely correct. Should a Customer fail to state correct information upon making the booking, then this Customer shall bear the exclusive responsibility for any costs or consequences resulting from providing incorrect information.

Customers' bookings shall be binding. They shall only be able to withdraw from them in accordance with the provisions on Package Cancellation by Customers (Item VII of these General Conditions). A Contract shall be deemed valid when it has been signed by a Customer, or upon making the payment, regardless of whether it has been signed or not.

When making a booking on request (RQ-request), a Customer shall pay a booking fee in the amount related to the scale of cancellation costs, considering the planned departure date, and not lower than €42.00. Thus, everything stated is legally binding.

If a Customer decides to make a booking on option, the applicable conditions for the conclusion of the Contract shall be those listed in the option document. The option shall not be binding in the event of force majeure or a 'stop booking' scenario.

### III. PAYMENT

The date on which a Customer make the payment to Kompas shall be considered the payment date.

Upon making the booking, a Customer pays a registration fee in the amount of 30% of the holiday, travel or tour package, or the amount stated in the offer and the booking fee. The balance shall be due for payment at least 14 days prior to the start of the tour/trip/holiday or as stated in the offer.

If a Customer does not pay the balance/outstanding portion of the contractual obligation, it shall be considered that the Customer has terminated the Travel Package Contract; the provisions on the Customer's withdrawal from the Travel Package Contract listed in Item VII of these General Conditions and Instructions 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 or subject to special operating conditions or an offer, guarantee the paying Customer's eligibility to fill a vacancy or take part in the holiday, trip or tour in question. Upon departure, a Customer shall be obligated to present to the tour leader the document proving the payment of the full price of the holiday/travel/tour package (referral/voucher).

Customers may make payments in cash or using other appropriate means of payment. If payment for the holiday/travel/tour package or other Kompas' service is not made in cash (but using credit or debit cards, etc.), then Kompas, pursuant to the conditions of non-cash operations of financial institutions, shall in no case be able to grant a cash refund.

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

### IV. PRICES

The prices of holiday, travel or tour packages are listed in the offer of each package and are valid from the date the offer is made public.

In addition to the basic price of the holiday/travel/tour package, a Customer shall also be obligated to pay all obligatory surcharges (for visas, etc.) and potential other surcharges. The final price of the holiday/travel/tour package is included in the Travel Package Contract.

The organiser of the holiday/trip/tour shall be entitled to increase the price at the latest by 20 days before the start of the holiday/trip/tour in cases where there have been changes in the price of transportation due to changes in the price of fuel or other energy sources, the level of taxes or fees for travel services included in the contract, imposed by third parties, which are not directly involved in the execution of the holiday/travel/tour package, including tourist taxes, landing fees or fees for boarding or disembarking at ports and airports, and currency exchange rates related to the holiday/travel/tour package. 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 Customer shall be entitled to terminate the Travel Package Contract if the aforementioned increase exceeds 8% of the basic price of the package. In this case, the Customer 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 Customers of any such increases in the price of the package in question at least 20 days before the start of the holiday/travel/tour package.

In its offer, Kompas may recommend that Customers pay for services (additional or optional trips, sports equipment hire, etc.) to be provided at the destination already upon making their booking. In such cases, Kompas does not act as the organiser but merely as an intermediary. Therefore, Customers shall direct any complaints or compensation claims exclusively to the actual providers of such services at the destination.

In its offer, Kompas 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. A Customer shall not be entitled to withdraw from their Contract if a minimum number of participants applied, and is obligated to pay the surcharge for a smaller group.

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

That lowest price guarantee represents Kompas' commitment to the Customer to refund the difference in the price of a holiday/travel/tour package if the Customer finds in Kompas' offer the same vacation package as they paid for, but at a lower price, before the start of the booked holiday/travel/tour package. The same holiday/travel/tour package is considered to have the same date and duration, the same accommodation, the same room type, the same departure airport, and a contract has been concluded for such a holiday/travel/tour package with the same number of participants and the other parameters specified in this contract.

### V. SERVICES INCLUDED IN THE PACKAGE PRICE

Unless the offer states otherwise, the package price includes transportation, hotel and catering services stated in the offer of the tour, guidance and accompaniment, and the costs of organising the tour.

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

### VI. FUEL SURCHARGE FOR CHARTER FLIGHTS

Current prices of aviation fuel are published in the table published on the following website: <https://www.iata.org/en/publications/economics/fuel-monitor/>. The holiday/trip/tour organiser reserves the right to change the amounts listed in this table if the price rises even above the current highest amount listed in the table. The final

calculation shall be done and the Customer shall be informed about it no later than 20 days before the start of their holiday/trip/tour. The amounts listed in this table are calculated as the ratio between the length of the flight and the price of a tonne of fuel according to the PLATS system on the day of the final calculation.

#### VII. SPECIAL SERVICES or ADDITIONAL SERVICES

Special or additional services shall be any service that are generally not included in the basic price of the package (single bed room, special diet, optional trips, etc.).

In the case where the offer for a particular package lists special or additional services, the Customer 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.

#### VIII. CUSTOMERS WITHDRAWING FROM THE CONTRACT OR CHANGING THEIR PACKAGE

Customers shall be entitled to withdraw from their Travel Package Contract at any time prior to the start of the holiday/trip/tour package.

Customers shall be able to withdraw from their Travel Package Contract at the point of sale where they booked it. If a Customer withdraws from the Travel Package Contract, Kompas shall be entitled to require of that Customer the payment of adequate and eligible cancellation fee.

The cancellation fee depends on the remaining time until the start of the holiday/trip/tour package. If the Customer cancels the Travel Package Contract, Kompas reserves the right to retain the booking costs.

In the case of a Travel Package Contract concluded outside business premises, the Customer has the right to withdraw within 14 days without providing reasons and paying a cancellation fee.

The cancellation fee for trips/holidays/tours in Europe depends on the remaining time until the start of the holiday/trip/tour package and equals:

- up to 30 days before the starting date of the service to be provided – 20% of the package price;
- from 29 to 22 days before the starting date of the service to be provided – 30% of the package price;
- from 21 to 15 days before the starting date of the service to be provided – 40% of the package price;
- from 14 to 9 days before the starting date of the service to be provided – 60% of the package price;
- from 8 days to 1 workday before the starting date of the service to be provided – 100% of the package price;
- no-show without cancellation –100% of the package price.

The cancellation fee for intercontinental (outside Europe) holidays/trips/tours depends on the remaining time until the start of the holiday/trip/tour package and equals:

- up to 61 days before the starting date of the service to be provided – 40% of the package price;
- from 60 to 30 days before the starting date of the service to be provided – 50% of the package price;
- from 29 to 22 days before the starting date of the service to be provided – 70% of the package price;
- from 21 to 15 days before the starting date of the service to be provided – 80% of the package price;
- from 14 days to 1 workday before the starting date of the service to be provided – 100% of the package price;
- no-show without cancellation –100% of the package price.

The cancellation fee for language schools and courses depends on the remaining time until the start of the holiday/trip/tour package and equals:

- up to 30 days before the starting date of the service to be provided – 20% of the package price;
- from 29 to 22 days before the starting date of the service to be provided – 30% of the package price;
- from 21 to 15 days before the starting date of the service to be provided – 50% of the package price;
- from 14 to 9 days before the starting date of the service to be provided – 80% of the package price;
- from 8 days to 1 workday before the starting date of the service to be provided – 100% of the package price;
- no-show without cancellation –100% of the package price.

The cancellation fee for package trips to sporting events and attending matches depends on the remaining time until the start of the holiday/trip/tour package and equals:

- from 90 to 45 days before the starting date of the service to be provided – 50% of the package price;
- from 44 to 30 days before the starting date of the service to be provided – 70% of the package price;
- from 29 days to 1 workday before the starting date of the service to be provided – 100% of the package price;
- no-show without cancellation –100% of the package price.

The cancellation fee for packages in the Camping catalogue depends on the remaining time until the start of the holiday/trip/tour package and equals:

- up to 30 days before the starting date of the service to be provided – 20% of the package price;
- from 29 to 30 days before the starting date of the service to be provided – 50% of the package price;
- from 29 to 3 days before the starting date of the service to be provided – 90% of the package price;
- less than 3 days before the starting date of the service to be provided – 100% of the package price;
- no-show without cancellation –100% of the package price.

The cancellation fee for packages prepared for close groups or groups whose offer is prepared at the request of the Customer depends on the remaining time until the start of the holiday/trip/tour package and equals:

- up to 60 days before the starting date of the service to be provided – 50% of the package price;
- from 59 days to 1 workday before the starting date of the service to be provided – 100% of the package price;
- no-show without cancellation –100% of the package price.

If the Customer does not show up or withdraws from the Travel Package Contract on the starting day of the holiday/trip/tour or even after it has started, they are obliged to pay Kompas the full value of the package.

If, however, the offer states different conditions for reimbursement of costs due to the Customer's withdrawal from the Travel Package Contract, then the conditions listed in that offer shall apply.

The Customer must notify the withdrawal from the Travel Package Contract in person at their point of sale or in writing via email.

During the holiday/trip/tour, Customer passenger can terminate their holiday/trip/tour at their request and with a written statement of termination. If the Customer terminates their holiday/trip/tour during the holiday/trip/tour, they are not entitled to a refund of the costs or purchase price, either in part or in full, upon their return. If the Customer of their own will changes the itinerary or does not travel in accordance with the itinerary that is a constituent part of the contract with Kompas, then it shall be considered that the Customer has withdrawn from the Contract during the holiday/trip/tour. Also in this case, they are not entitled to any reimbursement of the costs or purchase price, either in part or in full. Customers shall however be held liable for any costs caused to the organiser with such changes.

In case of a change at the request of the Customer, without there being any reason for this on the part of Kompas, the Customer is not entitled to request a refund of the purchase price or a price reduction.

In all cases where the subject of the Contract is the purchase of airline tickets, Kompas shall also be entitled to cancellation fees and administrative expenses (Price list).

A Customer or the holiday/tour/trip organiser at the Customer's request may change 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 change is possible without cancelling the existing package. Transfers to third parties shall only be possible based on a written notification or notification sent via email by the Customer at least seven days prior to the start of the holiday/trip/tour package. For each such change, Kompas shall charge booking fees. In cases where the costs of such modifications are higher, especially when a package includes a chartered or regular scheduled flight, which results in operators' costs due to the change, Kompas will require the reimbursement of actual costs arising from such change.

#### IX. RIGHT TO CANCEL THE CONTRACT AGAINST A CANCELLATION COVER CHARGE

If upon making a booking a Customer anticipates to potentially encounter certain circumstances (personal or in the immediate family) preventing them from taking part in the holiday/trip/tour, then they may pay a cancellation cover charge. The cancellation cover can be arranged 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 or death in the immediate family (spouse, parents, children). A Customer may only claim the reimbursement of the paid sum based on the paid cancellation cover charge upon presenting written proof of the underlying reason.

Regardless of the paid cancellation cover charge, if a Customer cancels the package, Kompas shall be entitled to retain the booking costs as well as the sum of the paid cancellation cover charge. In the case where the subject of a Travel Package Contract is the purchase of an air ticket, Kompas shall retain booking fees. Therefore, based on the paid cancellation cover charge, a Customer shall be entitled to a reimbursement of the paid sum for the agreed travel-related services minus the administrative costs and the sum of the paid cancellation cover charge. In such case, Kompas shall not be held responsible nor liable for any expenses or other potential costs incurred by a Customer due to the planned holiday/tour/trip or other travel-related service under the Travel Package Contract (e.g. vaccination and visa costs, transportation, etc.).

The time of the departure of the coach, airplane or boat shall be considered the scheduled start of the holiday/tour/trip beginning with organised coach, air or sea transportation. In the case where the holiday/tour/trip package does not include organised transportation, the start of the holiday/tour/trip shall be the time when the Customer would normally be eligible to receive the key to the booked accommodations (usually 2 PM).

If a Customer does not start the holiday/tour/trip on the date scheduled as the starting date and fails to cancel the booked package prior to its start in writing, they shall not be entitled to claim the refund of the holiday/tour/trip package price based on the paid cancellation cover charge. In the case of holiday/tour/trip packages not including organised transportation, a Customer shall not be eligible to demand a refund of their payments based on the paid cancellation cover charge if they fail to present themselves at the accommodation facility on the starting date of the holiday/tour/trip package.

It shall also be considered that Customers have not begun the holiday/tour/trip and/or that they have withdrawn from the Contract when the transportation provider (airline, cruise or ferry or coach company, etc.) refused them boarding due to any justified reasons related to security or regulations, regardless of whether this took place at the start of or during the holiday/tour/trip. In such cases, Customers shall be held responsible for the total damages arising from such a refusal and therefore not eligible to claim any refunds of holiday/tour/trip package prices on the basis of the paid cancellation cover charge. Likewise, Customers shall not be entitled to a refund based on the paid cancellation cover charge if they fail to produce an appropriate written proof of a justified reason to withdraw from the Travel Package Contract.

It shall not be possible to make any claims for refunds based on paid cancellation cover charges after the starting date of the holiday/tour/trip nor for the unused period of the holiday/tour/trip in question.

If a Customer themselves takes out cancellation risk insurance with one of the insurance companies, the Customer shall exercise rights under this title themselves. 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.

#### X. ORGANISER'S RIGHT TO CANCEL A HOLIDAY/TOUR/TRIP PACKAGE

In accordance with applicable legislation, Kompas reserves the right to cancel the holiday/tour/trip package. Kompas reserves the right to cancel the holiday/tour/trip before the scheduled departure date if the minimum number of passengers required and indicated in the offer or Travel Package Contract do not sign up for the holiday/tour/trip, but no later than:

- 20 days before the start of the holiday/tour/trip package for holidays/tours/trips that last from two to six days;
- 7 days before the start of the holiday/tour/trip package for holidays/tours/trips that last from two to six days;
- 48 hours before the start of the holiday/tour/trip package for holidays/tours/trips shorter than two days.

In cases where Kompas expressly guarantees departure in writing or provides departure, it cannot cancel the holiday/tour/trip, except in case of unavoidable and extraordinary circumstances. Kompas reserves the right to fully or partially withdraw from the contract if extraordinary circumstances occur before or during the holiday/tour/trip that could not be expected, eliminated or avoided, and which would have constituted for Kompas a valid reason not to conclude the Contract if they had existed at the time the Contract was concluded.

None of the contracting parties is responsible for the inability to fulfil the contractual obligations or individual provisions thereof, which are the result of unforeseen, unexpected and irreversible events. Kompas is not liable to the Customer for any damage caused to the Customer under the Travel Package Contract due to such circumstances.

Kompas reserves the right to change the departure date or to cancel the holiday/tour/trip due to unavoidable and extraordinary circumstances.

Kompas must notify the Customer of such a change immediately and without undue delay.

In the event that Kompas cancels the holiday/tour/trip, the Customer has the right to a refund of all payments under the Contract. The amount of damage to which the Consumer is entitled is determined in court proceedings.

#### XI. AIR TRAVEL

Regulation (EC) No 261/2004 of the European Parliament and of the Council establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights.

#### XII. TRAVEL DOCUMENTS AND OTHER CUSTOMER OBLIGATIONS

Pursuant to Item 6 Article 57b of the Consumer Protection Act (ZVPot-1), Kompas shall be obligated to inform its Customers of the applicable regulations regarding passports, visas, foreign currency, customs and health that are in force in their destination country.

Customers are obligated 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 Customer booking a holiday/trip/tour to a foreign country must be in possession of a valid passport or other form of ID document required for entry into the chosen country. In the case where entry to a given country is subject to a certain period of validity of the ID document at the time of entry into the country, Kompas is obligated to inform its Customers of such provisions; if the Customers fail to heed such warning, they themselves shall be responsible for any potential inconveniences or forced suspension of travel.

A Customer is obliged to obtain visas for the countries to which they are travelling and to complete the vaccinations required for these countries before the holiday/tour/trip or by the deadline specified in the offer. Kompas does not guarantee the accuracy of information obtained from competent embassies.

If a Customer fails to fulfil these obligations, Kompas can act according to the provisions of these General Conditions and Instructions on the Customer's cancellation of the holiday/tour/trip (Section VII). In the case where it is Kompas that arranges for Customer visas, Kompas shall not vouch for success in securing a visa. Kompas shall under no circumstances refund the administrative costs for the procurement of a visa.

In case of refusal of entry into the country, all costs are borne by the Customer themselves. Kompas' intermediation to acquire visas is not included in the price of the holiday/trip/tour but paid for separately. A Customer is deemed to be making their own arrangements to acquire a visa when they do not provide Kompas with all documents required to obtain a visa within the deadline laid out in the offer.

Due to requirements in international passenger transport (plane, boat, coach, etc.), Customers shall be obligated to provide Kompas upon booking a holiday/tour/trip package with all required information on every holiday/tour/trip participants. This information must match fully the information in the official documents that passengers are obligated to carry on their person at all times in accordance with national border crossing legislation and applicable foreign legislative acts. In case a Customer provides Kompas with false or inaccurate information, and such information consequently causes any delays, extra costs or termination of travel, any ensuing expenses shall be borne exclusively by that Customer.

#### XIII. NOTIFICATION LETTERS PRIOR TO DEPARTURE / TOUR, TRIP OR HOLIDAY PACKAGE

Kompas shall not send notification letters prior to departure to its Customers via traditional mail except if a particular offer provides for otherwise. Customers shall receive notification letters prior to departure to their email 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/trip/tour. Kompas' Customers also have at their disposal the telephone number +386 1 2006 111, 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 offer.

In the event of Customers not receiving their notification letters via email up to three (3) days before their scheduled departure, they are kindly asked to report the issue to their booking point of sale or call the phone number listed above.

Any damages resulting from a Customer providing Kompas with an incomplete or incorrect address shall be borne exclusively by the Customer.

#### XIV. HEALTH REGULATIONS



Based on World Health Organisation regulations, Customers are required to get vaccinations and get an appropriate vaccination certificates in order to travel to certain countries. Vaccination is mandatory even if such a regulation is adopted after the conclusion of the Travel Package Contract. The fact that vaccination was required after the conclusion of a Travel Package Contract shall not constitute sufficient grounds for Customers to terminate a Contract, except if such vaccination would be contraindicated for Customer's health. In such a case, the Customer shall be obligated to provide a medical certificate. In the event that certain vaccinations are specified or required in the offer, each Customer must obtain an international certificate – a yellow booklet with recorded vaccinations.

#### XV. LUGGAGE

In the case of air travel, the sole party responsible for luggage shall be the airline, based on applicable regulations for international passenger air traffic.

In the event of luggage being lost, a Customer fills 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 applicable regulations for international passenger air traffic.

Transport of luggage up to a certain weight determined by the carrier is free of charge. In the case of air transport, the Customer has the right to transportation of a certain weight of luggage free of charge (according to the airline's provisions), while each additional kilogram is paid by the Customer themselves on location, in the appropriate currency or according to the airline's provisions. Children aged up to two years shall not be entitled to free luggage transportation. For transportation of special luggage, such as bicycle, surfboard, golf equipment, baby carriage, wheelchair, etc., the Customer must declare it when booking the trip and pay the corresponding surcharge. Transport of additional equipment is approved at the sole discretion of the airline.

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

#### XVI. LOSS OF DOCUMENTS

If during the course of a holiday/travel/tour package, a Customer loses their documents or if they are stolen, and if these documents are essential for the continuation of holiday/travel/tour or return to the country of residence, then the Customers should procure new documents at their own expenses.

When arranging the formalities in this regard, the Customer can contact the tour manager or the representative at the destination for advice and assistance.

In the event of Customers having to interrupt the holiday/travel/tour due to the loss or theft of documents, they shall not be eligible to receive any refunds of the holiday/travel/tour package price or related expenses.

#### XVII. INFORMATION

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

A Customer, who orders services online, ensures that they obtain all the information important to them through the websites of the published offer.

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

Weather information serves only as an orientation for the Customer; therefore Kompas shall not be held responsible in the event of a discrepancy between this information and the actual situation.

#### XVIII. CATEGORISATION OF ACCOMMODATION FACILITIES AND GENERAL INFORMATION ON HOUSE RULES

Accommodation listed in offers is rated in accordance with the official national categorisation of each destination country as it stands at the time of the offer being issued, therefore the organiser cannot affect it in any way. The standards of accommodation facilities 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 such countries.

In the case of packages categorised 'all inclusive', one should read carefully the description of the services listed in the offer, as one should not consider all of such 'all inclusive' offers to be equivalent.

If a Customer does not pay the surcharge for a room with special features (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 allocation shall be at the discretion of the hotel, so the holiday/travel/tour organiser cannot affect this in any way – it can let the hotel know the Customer's wishes but cannot guarantee that these wishes would indeed be considered. In the event of single room accommodation, Customers should bear in mind that the standards of such rooms usually do not match the standards of double/twin rooms – they are usually smaller. In the event of triple room accommodation, Customers 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 and is therefore suitable for children.

Customers shall be obligated to respect the house rules of catering and accommodation facilities, and to cooperate in good faith with the organiser's representative and service provider. Should Customers fail to act in accordance with their obligations, they alone shall answer to the organiser for any damages thus caused, while the organiser shall refuse any responsibility for damages incurred by the Customers in such a case. During the course of the holiday/trip/tour, Customers shall be obligated to behave in a way that does not jeopardise the livelihood or health of their fellow travellers and the course of the holiday/trip/tour itself. In the event that a Customer behaves in violation of this provision, the organiser's representative has the right to exclude them from further holiday/travel/trip without reimbursement of any costs, except for the return of paid and unused amounts for any entrance fees, etc., which are paid on the spot. In the case of Customers' inappropriate action or behaviour resulting in them seeking to use Kompas' services, e.g. to return prematurely to the location from which they departed on their tour and the like, the payment for such services shall be borne by the violating Customers, and Kompas shall be entitled to charge an appropriate fee for such services.

#### XIX. COMPLAINTS

A Customer must submit a complaint on non-conformities without undue delay on the spot, to the tour manager, to the representative who organises the Customer's holiday/travel/tour package or to the direct service provider. In the event that, based on the content of the complaint, it could be resolved on the spot (e.g. poor cleanliness of the room, equipment, location of the room, etc.), but the Customer did not submit a complaint on non-compliance on the spot and did not inform the above-mentioned persons about the non-compliance, the Customer is deemed to have agreed to such service.

The Customer must cooperate with the above-mentioned persons in eliminating the cause of the non-compliance in good faith. If the Customer does not accept the offered solution of the non-compliance, which matches the services paid for, Kompas will not consider subsequent requests to reduce the price of the trip.

If the cause of non-compliance cannot be eliminated on the spot, the Customer must draw up a written report (Complaint Record) with the tour manager or representative. In the event that the tour manager or representative is not on site, the Customer is obligated to inform their point of sale about the non-compliance.

After returning from the holiday/travel/tour, the Customer must send a written complaint to Kompas d.o.o., Dunajska cesta 128a, 1000 Ljubljana, or via email to [kakovost@kompas.si](mailto:kakovost@kompas.si) within the statutory period, i.e. within two years of the end of the holiday/travel/tour, and attach evidence proving the validity of the complaint (obligatory written confirmation with the signature of the representative or service provider, possible invoices for additional costs, etc.).

The organizer is obligated to respond in writing to the Customer for the first time within 8 days of receiving the complaint, and finally within a suitable period. Until the organiser submit a response to the Customer's complaint, the Customer refrains from forwarding the complaint to third parties and competent institutions or providing information to the media and other members of the public.

Kompas shall only resolve complaints whose cause could not be eliminated on the spot. In the event of a non-compliance complaint for a holiday/travel/tour where Kompas is not the organiser, Kompas shall forward the complaint to the responsible holiday/travel/tour organiser and inform the Customer in writing about the resolution of the complaint. The complaint must be signed, and each Customer can file it on their own behalf or authorise a third party in writing. The authorisation must be attached to the complaint, as Kompas will otherwise not process a complaint.

A complaint must be justified. Customers 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 Customers are making their claim.

Based on Article 196 of the Consumer Protection Act (ZVPot-1), the amount of monetary compensation for damage caused due to non-compliance with the contract is limited and cannot be less than three times the total price of the holiday/travel/tour package, except for compensation for physical injuries and for damage caused intentionally or by negligence.

The procedure for claiming non-compliance of the provided travel services is completed when the Customer receives monetary compensation from Kompas.

## XX. PERSONAL DATA PROTECTION

To ensure the highest possible standard of protection of Customers' personal data, Kompas has adopted a special Personal Data Protection Policy, which is available at <https://www.kompas.si/politika-varstva-osebnihi-podatkov/>.

## XXI. FINAL PROVISIONS

All prices listed in Kompas' offers already include value added tax.

In the event of a dispute, the competent court shall be the district court of the Customer's residence.

These General Conditions apply to all Contracts concluded from the date these Conditions are published on the website <http://www.kompas.si>.

## SPECIAL CONDITIONS AND INSTRUCTIONS

These Special Conditions apply to certain separately listed holiday and holiday/travel/tour packages (intercontinental tours, cruises, foreign language courses abroad, the Winter brochure, the Prince of Venice Catamaran, offers for closed groups, etc.) in the portion that differs from these General Conditions and Instructions, otherwise the General Conditions and Instructions or an individual provision in an individual offer stating otherwise shall also apply to these packages.

### I. 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 Customer is expected to leave the apartment by 10 AM.

### II. SINGLE CUSTOMER BOOKING A PACKAGE BASED ON TWO-BED ROOM ACCOMMODATION

In the event where there is one person booking a holiday/travel/tour package, the Customer may, pursuant to the provision of the second paragraph of Item V of these General Conditions and Instructions for Holiday and Tour Packages, leave it to Kompas to assist them in finding a fellow participant in the same package with whom they will share a room or would be willing to do so. Regardless of the above, the booked Customer shall be bound to pay a single room surcharge in cases where Kompas does not succeed in finding a room-mate for the single booked Customer.

If a fellow traveller/room-mate is found for such a single Customer in accordance with the first paragraph of this item, such a Customer shall be refunded the single room occupancy surcharge or the surcharge is calculated into the final instalment of the payment for the package. Should this Customer and their room-mate (as defined in the preceding two paragraphs) find during the course of the holiday/trip/tour that they would nevertheless wish to occupy single rooms, this shall only be made possible to them provided it is possible at the location, depending on vacancy capacities. The resulting costs shall be borne by each of the two customers, each half of the total cost.

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

The bookings of Customers applying for intercontinental tours and intercontinental holiday packages can be made at all Kompas branch offices and authorised travel agencies until the vacancies have been filled, no later than 60 days before 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, Customers pay a registration fee in the amount of 30% of the value of the tour or holiday package, and the remaining amount is paid at the latest 14 days prior to the scheduled departure.

### IV. FOR SKIING HOLIDAY PACKAGES

Lack of snow is not a reason that would constitute unavoidable and extraordinary circumstances; therefore, if a Customer cancels a skiing holiday because there is not enough of snow, Kompas shall act in accordance with the General Conditions for the cases of Customers cancelling packages. We also state explicitly that the cancellation fee in the event of holiday apartment rental applies exclusively to the cancellation of the rental of the entire apartment and not for individual persons.

### V. FOR CRUISES

The Special Conditions for Cruises shall apply to all cruise packages; Customers shall receive them upon booking, and they are available at [www.kompas.si](http://www.kompas.si).

For tour packages provided by the catamaran, Kompas shall reserve the right to cancel the Travel Package Contract in the event of weather conditions unsuitable for sailing. Kompas also reserves the right to cancel the tour immediately before the scheduled start of the trip and tour on board the catamaran due to unsuitable weather.

The hour of departure listed in the offer shall count as the start of the trip or the tour. In such cases, Customers shall only be entitled to a refund of the paid sum or to transfer the package they have paid to another departure date.

### VI. HOLIDAY AND TOUR PACKAGE SALES OVER THE TELEPHONE

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

- by providing the personal data of the Customer(s) and other participants, which is necessary for making the booking, and
- by paying the registration using a bank transfer or using a payment/credit card,
- or by bank transfer.

It shall be considered that Customer has accepted the provisions of these General Conditions and of the offer at the moment they have booked a package over the telephone.

In the case of concluding a Travel Package Contract outside business premises, the Customer has the right to withdraw from the Contract within 14 days without providing a reason.

### VII. ONLINE SALES OF HOLIDAY AND TOUR PACKAGES

In the event of holiday/travel/tour packages being booked or sold online, these General Conditions and Instructions for Holiday and Tour Packages shall apply, as well as these Special Operating Conditions and the offer published on the Kompas website.

It shall be considered that a Customer has accepted the provisions of these General Conditions and Instructions at the moment they booked an individual Kompas service on the website.

In the case of concluding a Travel Package Contract outside business premises, the Customer has the right to withdraw from the Contract within 14 days without providing a reason.

### VIII. TRAVELLING WITH CHILDREN

Particular cases laid down in individual holiday/travel/tour packages may stipulate that under-age children up to the age determined in such an offer, accompanied by two paying adults, are granted discounts for individual services among those that make up the package or for the package as a whole.

The conditions and the amount of individual discounts are laid down in each particular holiday/travel/tour package. If a given offer does not provide for any special discounts for under-age 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 amount 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.

### IX. LAST MINUTE HOLIDAYS AND TOURS or LAST MINUTE PACKAGES and other affordable packages

A 'last minute' package means that these are the last available holiday/travel/tour packages.

Occasionally, Kompas has the option to offer certain specially marked affordable packages where the name of the hotel might be unknown upon the conclusion of the Contract.

#### XI. AIRLINE TICKET SALES and AIR TRAVEL WITH LOW-COST CARRIERS

Click [this link](#) to obtain important information that applies to airline ticket sales.

Kompas 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. The transportation companies' liability shall be defined appropriately in the contract between a Customer and the transport service provider. Kompas is not responsible for damage caused by delays, cancellations or changes to transport or means of transport.

In the case where a Customer only buys an air ticket for charter flights, the offer states separately whether the price includes luggage costs.

Food and beverages on board are not included in the price and the seating is not allocated beforehand. Upon making the booking, one must state the exact FIRST and LAST NAMES, such as they are in the travel document the Customer 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 Customer will use to travel, and the Customer's date and place of birth. Any subsequent modifications of the above-mentioned data needed for travel shall entail extra costs or even the purchase of a new ticket.

In the sale of air tickets for a Kompas flight with a special flight (charter flight), the provisions that apply to holiday/travel/tour packages with an included charter flight apply *mutatis mutandis*.

In the event that the Customer purchases only an air ticket for a flight with a special flight (charter flight), a refund of the purchase price is not possible in the event of the Customer's withdrawal from the Contract.

#### XI. PARTICULARITIES OF 'KOMPASOV AS' and NO NAME packages

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 accommodation and room type; for these packages, Kompas only guarantees the accommodation facility's category (based on the official national categorisation), the services provided at the hotel (bed and breakfast, half board, all inclusive – breakfast, lunch, dinner, local soft drinks from dispensers, etc.), and the location of the accommodation.

#### XII. SPECIAL CONDITIONS FOR GRADUATION TRIPS

Upon registration, the traveller provides all the necessary information and submits the documents required in the offer, and also pays a registration fee in the amount of 10% of the total value of the travel package. No later than 30 days from the date of registration, the traveller must pay 50% of the total amount of the arrangement, and the remaining amount must be paid no later than 60 days before departure.

The traveller can also pay the purchase price in regular monthly instalments. The first instalment is paid upon registration and represents the registration fee (10% of the total amount of the travel package), while the remaining instalments are paid monthly, with the final instalment due no later than 60 days before the start of the travel package.

In the event that the traveller does not pay the purchase price within the deadlines specified above, it is considered that the traveller has withdrawn from the contract, and cancellation fees will be charged in accordance with the scale below, which defines Kompas' right to reimbursement of costs due to trip cancellation.

The traveller has the right to cancel the trip. The cancellation must be in writing. In this case, Kompas has the right to reimbursement of costs due to the trip cancellation, the amount of which depends on the date when the traveller submitted the written cancellation.

Unless otherwise specified in the travel offer, the following cancellation deadlines apply:

- from 365 to 121 days before the starting date of the service to be provided - 20% of the package price,
- from 120 to 91 days before the starting date of the service to be provided - 40% of the package price,
- from 90 to 61 days before the starting date of the service to be provided - 60% of the package price,
- from 60 to 31 days before the starting date of the service to be provided - 80% of the package price,
- from 30 to 15 days before the starting date of the service to be provided - 90% of the package price,
- from 14 days to the starting date of the service (departure day) - 100% of the package price,
- non-attendance without withdrawal from the contract - 100% of the package price.

#### XIII. TRAVELLING BY COACH

For all regular coach trips and tours with open booking, Kompas determines the seating in accordance with the order of bookings by participating Customers. The same number of seat can be positioned quite differently from one coach to another. Some coaches do not have numbers on seats; in such cases, it is the organiser's guide who will show the Customers to their seats. The coach seating in the case of tours around Europe that primarily use air transport to get to the destination country, and for all intercontinental tours, coach seating is only determined when possible and when it makes sense in regard to the group size, programme and manner of tour implementation. Kompas reserves the right to change seating when due to a smaller number of booked passengers the passengers from originally two or more coaches are combined to occupy a smaller number of coaches.

#### XIV. UNDERAGE TRAVELLERS

Kompas guarantees that, as part of the Travel Package Contract that also includes an overnight stay, it will provide information about the person responsible for the minor passenger in the place of their accommodation.

#### XV. EVENT TICKET SALE

By purchasing a ticket from Kompas, the Customer accepts the rules of the event organiser. Upon leaving the event venue, the ticket is no longer valid. Failure to follow the rules of the event organiser and misusing the ticket will be penalised, and the person will be removed from the venue. In such cases, the ticket cannot be refunded. If a ticket is lost, it is not possible to get a replacement ticket.

In case of full or partial cancellation or postponement of the event, the terms and conditions of the individual event organiser apply. The ticket buyer can obtain relevant information the organiser or at the point of sale where the ticket was purchased. Kompas is only an intermediary in the sale of tickets and is not responsible for refunds, but will do its best to make sure the organiser provides refunds.

In case of cancellation of the event, the ticket buyer can return the ticket within the deadline set by the event organiser in the same way as they received them. Purchased tickets can be:

- returned in person to the point of sale where they were bought,
- in the case of an order by phone or online, mailed to Kompas d.o.o., Dunajska cesta 117, 1000 Ljubljana, with registered mail and your personal information (name, surname, address, number of the bank account where the purchase price will be returned to the Customer).

For booking tickets, Kompas charges a processing fee of EUR 2.50 per ticket (already included in the price, unless explicitly stated otherwise).

#### XVI. SPECIAL SALE OF ACCOMMODATION VIA COUPON PORTALS

For its services, Kompas shall charge the Customer standard booking fees in the amount of EUR 23 per booking.