

KOMPAS d.d.'s GENERAL CONDITIONS AND INSTRUCTIONS

I. GENERAL PROVISIONS

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

The General Conditions shall apply to holiday, travel and tour packages and other services organised or provided by Kompas, as well as to holiday, travel and tour packages or other services by other travel and package holiday and other service providers whose products and services Kompas offers in its branch offices and through distance sales. Kompas' General Conditions shall be deemed applicable unless stipulated otherwise in these General Conditions or in any contract for holiday, travel and tour packages or other services provided by other organisers of holiday, travel and tour packages or other services.

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 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 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 the website <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 (or tourist/passenger/holidaymaker, etc.) shall be any person carrying out a valid booking or purchase and payment of a holiday/travel/tour package or other Kompas' service, to whom these General Conditions and Instructions for Holiday/Travel/Tour Packages apply.

II. BOOKING A HOLIDAY, TRAVEL OR TOUR PACKAGE

A Customer may book a holiday, travel or 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 bound to provide all information and documents required by the programme of the package in question, and pay the registration and booking fees and the fee for the drawing up of a travel package sale offer (hereinafter collectively referred to as: booking costs).

For its services, Kompas shall charge its Customers standard booking fees and the travel package offer costs in the amount of € 10.00 per registration form in the case of daytrips, and € 20.00 per registration form (voucher) for all other travel, tour and holiday packages. In the case of complex offers to be compiled, Kompas shall charge booking fees in the amount of € 30.00.

A Customer shall be bound 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.

In addition to an express written booking or signed Contract, any other order made orally or in writing and containing the Customer's first and last name(s) and the name(s) of other travellers/holidaymakers, 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 Customer 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 (RO-request), a Customer shall pay a booking 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 Customer and the organiser should the responsible organiser confirm such a booking on request.

If a Customer 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 Customer nor the organiser in the event of force majeure or a 'stop booking' scenario.

III. PAYMENT

The date on which a Customer carries out the payment at a Kompas sales office or an authorised agency or the date when payment arrives to Kompas' transaction account shall be considered the payment date. The booking shall be confirmed when the funds appear on Kompas' transaction account.

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 programme/itinerary of the tour/holiday, and the booking fee. The balance shall be due for payment at least 8 days prior to the start of the tour/trip/holiday or as stated in the programme.

In the case when a Customer or an Authorised Agent does not pay the balance/outstanding portion of the contractual obligation, it shall be considered that the Customer has terminated the Travel Package Contract; in such a case, the provisions on the Customer's withdrawal from the Travel Package Contract listed in Item VII of these General Conditions and Instructions for Holiday and Tour Packages 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 to the particular provisions of a programme, 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 bound to present to the tour leader the document proving the payment of the full price of the holiday/travel/tour package (referral/voucher); failure to do so will result in the tour leader refusing that Customer's participation in the tour/trip/holiday package.

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, but Customers 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 holiday, travel or tour packages 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 holiday/travel/tour package, a Customer shall also be bound to pay all obligatory supplements (for visas, etc.) and potential optional supplements. The final price of the holiday/travel/tour package in the Travel Package Contract to form the final price, thereby constituting the Customer's final obligation under the Travel Package Contract in question.

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 if any changes to 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 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 contracting party or Customer shall be entitled to terminate the Travel Package Contract if the aforementioned increase exceeds 10% 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.

In its programme/itinerary of the holiday/tour, Kompas may recommend that Customers pay already upon making their booking for services (additional or optional trips, sports equipment hire, etc.) to be provided at the destination. 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 programme, 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 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. Customers 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 a Customer shall be able to opt for the discount or benefit that fits him/her/it best and for which he/she/it is eligible.



Lowest price guarantee – this is Kompas' commitment to refund the difference in the price of a holiday package if, after a certain term defined in an individual offer or brochure, a Customer comes across a Kompas' offer providing the same holiday package at a lower price. The following aspects must be met for a package to be considered a 'same holiday package': same accommodation and room type, same departure date and duration and departure airport, and concluded Contract for such a package as a whole with the same number of participants and other parameters stated in the Contract. It shall not be possible to break the package down to individual parameters.

V. SERVICES INCLUDED IN THE PACKAGE PRICE

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

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 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.

VII. 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 packaged Holiday/Trip/Tour.

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, then Kompas shall be entitled to require of that Customer the payment of adequate and eligible cancellation fee.

The amount of the cancellation fee depends on the period of time remaining until the start of the travel package arrangement. If Customers withdraw from a Travel Package Contract, Kompas shall reserve the right to keep the booking fee. In the case of Travel Package Contracts concluded outside of business premises, the Customers shall be eligible to withdraw from the Contract within 14 days without having to state the reasons behind the withdrawal and without having to pay the cancellation fee. In such cases, they will however be bound to settle Kompas' administrative and other actual expenses resulting from the cancellation (such as booking costs, visa and insurance costs, airline fees, etc.).

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 the cancellation fee depends on the period of time remaining until the start of the travel package. Thus, these amounts shall be as follows:

- up to 30 days before the date of the beginning of the services to be provided – 20% 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;
- no-show without prior withdrawal from the Contract – 100 % of the package price.

The amount of the cancellation fee for sports event-related travel and sports match attendance depends on the period of time remaining until the start of the travel package. Thus, these amounts shall be as follows:

- from 90 up to 45 days before the date of the beginning of the services to be provided – 50% of the package price;
- from 44 up to 30 days before the date of the beginning of the services to be provided – 70% of the package price;
- from 29 up to 1 working day before the date of the beginning of the services to be provided – 100% of the package price;
- no-show without prior withdrawal from the Contract – 100 % of the package price.

In the cases where Kompas is not the organiser of the holiday/travel/tour package, the following minimal conditions shall apply in order to determine the amount of package cancellation costs due to the withdrawal from the Contract:

- up to 45 days – 20 % 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 prior to the actual 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, Kompas shall be entitled to hold the ticketing service charge in addition to the cancellation and administrative costs.

If Customers does not show up or cancel the Travel Package Contract on the very date that the holiday/trip/tour begins or even after that, then they shall be bound to pay Kompas or another holiday/tour organiser shall the full value of the package.

If, however, a particular programme states different conditions for reimbursement of costs due to the Customer's withdrawal from the Contract, then the conditions laid down in that programme shall apply.

Upon withdrawing from a contract, Customers must sign an appropriate document provided by the salesperson. Should the Customer refuse to sign this document, then it shall be considered that they did not terminate the Travel Package Contract.

Customers may also terminate a tour, trip or holiday when it is underway on their own free will and based on a written statement on termination. If Customers decide to terminate an on-going tour, trip or holiday, then they shall not be entitled to any reimbursements of costs or purchase price, be it in part or in their entirety.

If a during an on-going tour a Customer decides to change the itinerary or does not travel in accordance with the programme that is a constituent part of the Contract with Kompas, then it shall be considered that this Customer 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, Customers shall however be held responsible for any costs or damages borne by the organiser and caused by the Customers' changes to the programme.

In the event of changes to the programme at Customers' own initiative or due to force majeure, which do not involve any fault on Kompas' side, Customers shall not be entitled to claim any damages or price reductions.

In any case where the subject of the Contract is the purchase of airline tickets, Kompas shall also be entitled to retain the airline tickets service charge (TSC) in addition to charging cancellation fees and administrative expenses.

A Customer or the organiser of a tour, trip or holiday may, at a Customer's request, 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. Transfers onto 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 travel package. For each such modification, Kompas shall charge booking fees. In the 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 cancellations and changes, Kompas will require the reimbursement of such actual costs borne out of the modification(s) in question.

VIII. CANCELLATION COVER CHARGE FOR PACKAGE CANCELLATION or CANCELLATION RISK INSURANCE with AN INSURANCE COMPANY

If upon making a booking a Customer anticipates to potentially encounter certain circumstances (personal or in the immediate family) preventing him/her from taking part in the holiday/trip/tour, 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 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.

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 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 be entitled to retain, in addition to the booking fees, the ticketing service charge (TSC), too. 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, the sum of the paid cancellation

cover charge and TSC. Kompas shall not be held liable for any other potential costs incurred by a Customer due to the planned tour or holiday or other travel-related service under the Travel Package Contract (such as vaccination and visa costs, transportation, etc.).

Customers shall be entitled to claim the reimbursement of the travel package price based on the paid cancellation cover charge if the Travel Package Contract 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 travel package does not include organised transportation, the criterion shall be the time at which the Customer would normally be eligible to receive the key to the booked accommodation facility (usually 2 PM).

If Customers do 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, they shall not be entitled to claim the refund of the travel package price based on the paid cancellation cover charge. In the case of holiday packages not including organised transportation, Customers 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 date that the package is scheduled to begin.

It shall also be considered that Customers have not begun the tour or holiday 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 the tour/holiday or during its course. 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 travel packages 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 Contract.

It shall not be 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.

In the case where Customers take out an insurance policy against the risk of cancelling a travel package with one of the insurance policies, Customers shall claim their 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. ORGANISER'S RIGHT TO CANCEL A TOUR

In accordance with the legislation in force, Kompas shall reserve the right to cancel a tour, or to change the programme of the tour. Kompas shall reserve the right to cancel a trip or tour 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 Travel Package Contract, but at the latest:

- 20 days prior to the start of the travel package for tours lasting 6 or more days;
- 7 days prior to the start of the package for tours lasting between 2 and 6 days;
- 48 hours prior to the start of the travel package for trips and tours lasting less than two days.

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

- for coach trips and tours – 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 Kompas expressly vouches in print to carry out a departure or if a departure is guaranteed, then Kompas cannot cancel such tours, except in the event of a force majeure scenario.

Kompas 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 Kompas from concluding the Contract had they existed at the time of the Contract being concluded.

None of the contracting parties shall be held responsible for any violations of the Travel Contract if the inability to fulfil it in its entirety or its individual provisions is the consequence of unforeseen, unexpected and unavoidable events generally known as force majeure, or due to measures imposed by the government or other competent administrative authorities, or due to actions of third parties that do not depend on the parties' will and that the parties were unable to expect, prevent or reject. Kompas shall not answer to its Customers for any damage they might have incurred based on the Travel Contract due to force majeure.

In the case of holiday and tour packages 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 Customer shall only be entitled to receive a refund of the sum paid to Kompas or to have the payment transferred to a later departure.

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

Kompas 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 Kompas cannot influence in any way), without any special compensation and in accordance with the rules that apply to passenger traffic.

Kompas shall be bound to inform the Customers immediately of any such changes, and the Customers must in turn confirm the change in writing.

Kompas 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 Customers with services in a modified form in accordance with the possibilities at hand.

If Kompas cancels a tour or holiday, then Customers shall be entitled to a full reimbursement of the paid package price. However, if Kompas cancels a tour or holiday, this does not entitle Customers 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.

Kompas shall inform its Customers immediately of any subsequent changes to the programme. If Kompas or any other tour organiser withdraws from the Contract during its performance, then the Customers shall be entitled to receiving the entire travel package price. On the other hand, Customers shall not be entitled to receive any refunds of booking fees nor to the refund of the cancellation risk insurance premiums taken out with an insurance company, or to the refund of the cancellation payment.

Kompas 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 Kompas, due to a force majeure scenario that it could not have anticipated, avoided or prevented, cannot guarantee the accommodation of its Customers in the agreed facility, they can be moved to another facility of the same category or a category superior to it, but only at the agreed destination.

X. TRAVEL DOCUMENTS and OTHER CUSTOMER OBLIGATIONS

Pursuant to Item 6 Article 57b of the Consumer Protection Act (ZVPot), Kompas shall be bound to inform its Customers of the current regulations regarding passports, visas, foreign currency, customs and health that are in force in their destination country. Customers 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 Customer applying for 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 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, Kompas shall be bound to inform its Customers of such provisions; if the Customers fail to comply with such provisions, they themselves shall be held accountable for any potential inconveniences or forced suspension of travel.

Customers 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/trip/tour or until the deadline laid down in the programme.

Should Customers fail to comply with these obligations, then Kompas shall act in accordance with the provisions laid out in these General Conditions and Instructions (Chapter 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. Kompas shall also not vouch for the accuracy of information obtained from competent embassies. In the case of Customers being denied entry to a country, or in the event of other impediments, all related expenses shall be borne by Customers themselves. Kompas' intermediation to acquire visas is not included in the price of the holiday/trip/tour but paid for separately. It shall be considered that Customers are 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 a programme or offer.

Due to requirements in international passenger transport (plane, boat, coach, etc.), Customers shall be bound to provide Kompas upon booking a travel package with all required information on every participant in the tour, trip or holiday whose participation they are 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 a Customer providing Kompas with false or inaccurate information and consequently any resulting delays, extra costs or termination of travel, any ensuing expenses shall be borne exclusively by that Customer.

Customers 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 Customers fail to act in accordance with their obligations, then 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 bound 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 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.

XI. NOTIFICATION LETTERS PRIOR TO DEPARTURE / TOUR, TRIP or HOLIDAY

Kompas shall not send notification letters prior to departure to its Customers via traditional mail except if a particular programme provides for otherwise. Customers 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/trip/tour. Kompas' Customers also have at their disposal the e-mail address obvestila@kompas.si and 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 programme of the trip or holiday.

In the event of Customers 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 the e-mail and/or phone number listed above.

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

XII. HEALTH REGULATIONS

Based on World Health Organisation regulations, Customers 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 Travel Package Contract has already been concluded. The fact that vaccination was required after the conclusion of a Travel Contract shall not constitute sufficient grounds for Customers to terminate a Contract, except if such vaccination would result in contraindications for a Customer's health. In such a case, the Customer shall be bound to provide a medical certificate. If a programme of a tour/holiday mentions or requires certain vaccinations, then all Customer should make sure for themselves to obtain an international certificate – a yellow booklet where received vaccinations are recorded. Kompas shall not be held accountable for potential complications or a Customer's interruption of travel due to the Customer 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 nor for any theft of the luggage and/or other valuables at the hotel. Customers 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, Customers 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 booking the tour/holiday, and the airline may reserve in any event 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 Customer.

The transportation of luggage up to a certain weight set by the provider is free of charge. In the event of air travel, a Customer shall be entitled to free transportation of a luggage of a certain weight (depending on the airline's policy) and the Customer 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, a Customer is 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 his/her own record. Based on this form, the airline shall pay compensation in accordance with the regulations in force in international passenger air traffic.

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.).

XIV. PUNCTUALITY OF TRANSPORTS

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, scheduled or non-scheduled land, sea or air routes. The transportation companies' liability shall be defined appropriately in the contract between a Customer and the transport service provider, which will take effect upon the use of the means of transport. Kompas shall not be held responsible for any damage resulting from delays, cancellations or changes to the route or means of transport.

Kompas 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 the carrier's 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 packages 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, Customers shall be bound to check with the organiser's representative the actual hour of the return, except when travelling with a Kompas guide.

XV. LOSS OF DOCUMENTS

If during the course of a tour or holiday, a Customer 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 Customers should procure new documents at their own expenses.

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

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

XVI. 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 programme or offer. When in doubt, the following shall be considered valid: written offer, written information, or written explanation.

Average care and diligence of Customers 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 them on their 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 these General Conditions and Instructions.

Photographs published online and in promotional materials are for information purposes only, therefore Kompas 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 Customers, therefore Kompas 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.

Kompas shall not assume any responsibility for any written or oral information provided by the Kompas' 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 controlled 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 Customer 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 Customer's wishes but cannot guarantee that these wishes would indeed be granted. 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 and may be located in a less favourable section of the facility's building. 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, therefore it is suited for children.

XVIII. REMARKS OR COMPLAINTS

Customers are expected to complain about any irregularities or shortcomings at the destination and address them to the tour leader, Kompas' representative or the representative of the tour/holiday organiser organising the Customers' 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 Customer failed to complain about the defect at the location, failing to inform thereof the abovementioned persons, it shall be considered that the Customer 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. Kompas shall not consider any complaint that the Customer 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 Customer 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 Customer is expected to cooperate with the representative in good faith. Should the Customer refuse to accept a solution to the complaint being offered which corresponds to the services paid for as per the programme, then Kompas 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 Customer shall compile a written report in cooperation with the representative. Having returned from the tour or holiday, the Customer must within the statutory deadline, that is within two months from the end of the tour/holiday, send a written complaint to the address: Kompas d. d., Dunajska cesta 117, 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 Customer 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 Customer's claim due to a complaint, the Customer 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 Kompas, Kompas shall forward the complaint to the organiser responsible for the tour or holiday, and inform the Customer in writing of the way the complaint is/was being handled. Foreign organisers have set a shorter deadline for the submission of complaints – 30 days, therefore Customers must send their complaints in the shortest possible time period. In the case where Kompas only acts as the provider of information, Customers 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. Kompas 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 Customers themselves, or by third persons given express authorisation by affected Customers. Such authorisation must be attached to the complaint, otherwise Kompas shall not consider the complaint. Likewise, Kompas shall refrain from handling any complaints not sent to the abovementioned address. Complaints may also be sent via e-mail, but only to the address kakovost@kompas.si, and they must contain everything that is required for complaints sent via traditional mail.

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.

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. Customers shall be entitled to compensation on the amount of the real value of the services not provided. This provision does not apply in the case where Kompas is entitled to cancel a package 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 Travel Package Contract has been concluded. Customers 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

Kompas shall protect all data on its Customers provided to it in accordance with all regulations governing the field of the protection and free flow of personal data, and it undertakes to use the highest standards to ensure the protection of individuals' rights. Kompas shall primarily process personal data with the aim of concluding and enforcing the Contract, but it may also use them for direct marketing purposes and for the purpose of informing its Customers of Kompas' offers and those of its partners, for market research, business analyses, buyer segmentation and statistical processing purposes. Kompas shall not forward such data to third parties, except on grounds provided for by relevant legislation in force.

Personal data may be processed on legal grounds, on the basis of a contractual relationship if the data in question is required to fulfil contractual obligations, or to enforce the rights arising from the contractual relationship, due to legal interests pursued by the processor or a third party if this is necessary to protect the life interests of the individual that the personal data refers to, or of another natural person and based on the individual's express consent to the processing of personal data granted in accordance with the regulations governing the field of the protection and free flow of personal data. The consent granted by Customers for the processing of personal data may be changed or withdrawn entirely at any given time.

Customers shall have at least the following rights:

- the right to data access;
- the right to data correction;
- the right to data deletion ("the right to oblivion");
- the right to restrict processing;
- the right to data transferability;
- the right to objection.

In order to ensure Customer rights protection, Kompas shall appoint a Personal Data Protection Hearing Officer. Any claims related to Customers' rights related to the protection and free flow of personal data may be sent to the email address: gdp@kompas.si; or via regular mail to the address: Kompas d. d., Dunajska cesta 117, 1000 Ljubljana, Slovenia.

In order to ensure the highest possible data protection standards, Kompas has adopted a Personal Data Protection Policy, which forms an integral part of the General Conditions and Instructions, which is available at the URL: www.kompas.si.

XX. SPECIAL PROVISIONS OF THE CONSUMER PROTECTION ACT

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

Use: The ZVPot only pertains to consumers. **Scope of use:** The 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	See Item IX of these General Conditions and Instructions.
Price increase – only due to the increase in fuel charges, tariffs, exchange rates	Notification to Customers 20 days prior to departure, possibility for Customers to cancel the package if the increase exceeds 8% of the package price.
Deadline for complaint	2 years from the end of the trip
Reply to complaint	8 days after receipt of the complaint
Changing the Customer at the Customer's request	7 days prior to departure if change can still be implemented – at the Customer's costs

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 at the website <http://www.kompas.si>.

SPECIAL CONDITIONS AND INSTRUCTIONS

These Special Conditions apply to certain separately listed holiday and tour packages (intercontinental tours, cruises, foreign language courses abroad, the Winter brochure, the Prince of Venice Catamaran, offers for ad hoc groups, etc.) in the portion that differs from these General Conditions and, otherwise the General Conditions and Instructions 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 Customer is expected to leave the apartment by 10 AM.

II. IN THE CASE OF A 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 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 Customer shall be bound to pay a single room supplement for the case where Kompas does not succeed in finding a roommate for the single booked Customer.

In the case that a fellow traveller/roommate 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 supplement or the surcharge is calculated into the final instalment of the payment for the package.

Should this Customer and his/her roommate (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, 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, Customers 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 Customer booking a tour or holiday package within the aforementioned 60-day time period before the start of the tour or holiday, Kompas 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.

Kompas shall not be held accountable for the changes in arrival or departure times of flights that airlines may change at their own discretion, therefore Customers 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.

Special Conditions for Intercontinental Travel shall apply to all intercontinental tour and holiday packages and are available in print in the brochure and at the website www.kompas.si.

IV. FOR SKIING HOLIDAY PACKAGES

The lack of snow is not a reason that would be considered force majeure, 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 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; Customers shall receive them upon booking, and they are also available as a special printed insert, as well as at www.kompas.si.

For tour packages where the programme is operated by the catamaran, Kompas shall reserve the right to cancel the Travel Package Contract in the event of weather conditions unsuitable for sailing. Kompas shall also reserve 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 programme shall count as the start of the trip or the tour. In such a case, 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. FOR PACKAGES WHERE KOMPAS IS NOT THE ORGANISER OF THE HOLIDAY/TOUR

If Kompas does not organise the 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 Customers 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 Kompas 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.

In the event of a combined travel arrangement contract (that is, a package containing at least two types of travel services purchased for the purpose of the same tour or holiday, which do not constitute a travel package), Customers will be unable to exercise the rights they would be entitled to in the case of a Travel Package Contract being concluded, as no such rights are specified in any contract. In such a case, every provider shall be held responsible separately and individually for the pro

VII. 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:

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

In such cases, Customers shall be bound to pay for the booked service based on the booking number within three 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 Customers have accepted the provisions of these General Conditions and of the offer at the moment they have booked a package over the telephone.

VIII. 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 or on the website of Kompas' agent.

In the case where the provisions of these General Conditions and Instructions for Holiday and Tour Packages preclude the provisions of the Special Operating Conditions and the offer published on the Kompas website, the provisions published on the website shall apply.

It shall be considered that a Customer has accepted the provisions of these Special Conditions and Instructions at the moment he or she ordered an individual Kompas 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.

In the event of the provisions of these General Conditions and Instructions conflicting with the provisions of the Special Conditions and of the offer published on the INTERNET site, the provisions published on the Internet site shall prevail.

It shall be deemed that Customers have accepted the provisions of these General Conditions and Instructions the moment they ordered a Kompas service via the INTERNET. AS key condition for the validity of the booking is the payment of the entire service within 3 days from having placed the order or application, except if a different deadline is specified. If the service has not been paid within the aforementioned deadline, it shall be deemed never to have been ordered.

In the case of Travel Package Contracts concluded outside of the business premises, Customers shall be entitled to withdraw from the Contract within 14 days without the need to state the reason why.

IX. TRAVELLING WITH CHILDREN

Particular cases laid down in particular holiday/travel/tour packages 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 amount of individual discounts are laid down in each particular holiday/travel/tour package 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 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. In the event of a child not being listed on the travel document or voucher for a given holiday/travel/tour package, 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

A "last minute" package means that these are the last available holiday/travel/tour packages. 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 Travel Package Contract. 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 Customers booking such packages will be told the name of their accommodation facility at the latest in the notification letter prior to departure.

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

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

In the event of flights being cancelled by low-cost airlines, the costs of any modifications and potential subsequent surcharges (that may even arise after the return trip) shall be entirely at the Customers' expenses. Kompas is in no way able to affect such situations and it cannot assume any responsibility if a low-cost airline should, due to any (objective or subjective) circumstances cancel a flight and not ensure a replacement flight, but instead changes the departure date or reimburses the fare.

For low-cost airline flights, Customers are allowed – unless the programme states otherwise – to carry 1 piece of hand luggage (backpack/suitcase) to be carried 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.

In the case where a Customer only buys an air ticket, the offer states separately whether the price includes luggage costs or if a supplement is needed.

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

XII. 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 building and room type: for these packages, the organiser only guarantees the accommodation facility's category (based on the official national categorisation) and the services provided at the hotel (bed and breakfast, half board, all inclusive – breakfast, lunch, dinner, local soft drinks from dispensers, etc.) therefore customers should bear in mind that the accommodation can be provided in less favourable locations (city hotel, greater distance from the beach, proximity of a construction site, etc.) and the rooms are for the most part positioned less favourably (view of a car park, above the kitchen, next to the lift, above a discotheque, etc.). If a booking involves several rooms, the organiser cannot vouch that all of the Customer's passengers will be accommodated in the same hotel, as the rooms in such offers are usually the last being sold. The hotels in 'Kompasov as' packages may be – although not necessarily – the same hotels that Kompas offers in its brochures.

XIII. SPECIAL CONDITIONS FOR GRADUATION TRIPS

Upon making the booking, a Customer must provide all required data and submit the documents that the programme of the tour call for, and pays the registration fee as it is stated in the registration fee and/or programme of the trip/tour package. The registration fee is added to the amount of the package price. A part of the package price in the amount of 30 % of the entire sum has to be paid at the latest 30 days from the date of the initial booking, while the remainder is to be paid at the latest 30 days prior to the scheduled departure. Customers may also pay the package price in equal monthly instalments, yet the last one should be paid at the latest 30 days before the start of the tour. If a Customer fails to pay the remainder of the package price within the deadlines set out above, then the organiser of the tour shall reserve the right to terminate the Contract and to retain the administrative expenses in the amount of EUR 50. The organiser of the tour shall also not refund the paid registration fee if a Customer withdraws from the Contract within 30 days from the booking.

A Customer shall have the right to cancel the tour at the branch office where it was initially booked. A cancellation may only be done in writing. In such a case, the organiser of the tour shall have the right to a reimbursement of its expenses due to the cancellation of the tour, the amount of which depends on the date on which the Customer submitted the written cancellation. Unless provided for differently in the programme of the tour, the following cancellation deadlines shall apply:

- from 120 to 90 days prior to departure: 40 % of the package price;
- from 90 to 60 days prior to departure: 60 % of the package price;
- from 60 to 30 days prior to departure: 80 % of the package price;
- from 29 to 1 day(s) prior to departure: 90 % of the package price;
- on the date of the departure and afterwards: 100 % of the package price.

By booking a tour, each Customer also allows Kompas the use of photo and video materials from the tour (featuring the Customer in question) for promotional and commercial purposes.

XIV. TRAVELLING BY COACH

Seating

For all regular coach trips and tours with open booking, the organiser 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. The organiser shall reserve 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.

XV. UNDERAGE TRAVELLERS

If a person travelling abroad as part of a trip organised by Kompas is at the time of travel under 18 years of age, then he or she is bound to bring to the departure a filled-out certificate or statement attesting that the parents or guardians of the underage person agree to him or her travelling on a package tour organised by Kompas at the minor's own or the parents' or guardians' responsibility. If an underage person does not carry such an attestation, then he or she cannot travel with Kompas, and Kompas reserves the right to deny such participation immediately before departure without granting any special compensations.

XVI. EVENT TICKET SALE

Conditions of use

By purchasing an event ticket from Kompas, the buyer accepts the house rules of the event venue, as well as the conditions of cooperation between Kompas and the organiser of the event. Upon leaving the venue, the ticket loses its validity. Failure to comply with house rules and abuse of a ticket shall be punishable and the violator removed from the location. In such cases, tickets cannot be returned. In the case of a total or partial cancellation or postponement of the event, the terms and conditions of the organiser of the relevant event shall apply. Information on the matter can be obtained from the organiser or the point of sale where the Customer bought the ticket. Kompas merely acts as an intermediary in the purchase and sale of tickets and does not answer for any cash refunds, but it will try its best to get the organiser to do so.

In the event of an event being cancelled, Customers shall be eligible to return the tickets in the same way they received them within two months from the scheduled event date under the condition that they agree to the organiser's general conditions. The purchased tickets may thus be:

- returned in person to the point of sale where they were purchased;
- in the event of orders placed via telephone or online, they may be mailed to the address: Kompas d.d., Dunajska cesta 117, 1000 Ljubljana, Slovenia with registered mail and personal data (first and last name, address, transaction account number to which the refund of the purchase price can be made).

Minor or objectively justified changes of performers or programme shall be reserved. If the event is cancelled, postponed or if performers change considerably, this does not entail the refund of costs (i.e. of travel and accommodation). If the event is televised, then its visitors authorise unlimited recording time without asking for any broadcasting remuneration from the TV organisation in charge of the broadcast and having recorded the visitor during the event or in the context of it; the visitors also permit the use of any technical means to process the footage.

It is forbidden to bring any audio or video recording devices, bottles, glass cans, rods, arms, pyrotechnics and other items listed in the house rules of the event.

RESALE, FORGERY or ANY OTHER FORM OF TICKET ABUSE IS FORBIDDEN AND PUNISHABLE BY LAW

- Tickets must be kept safe as if they were cash.
- The barcode is unique and only valid upon the first scanning, therefore any later copying and entry will not be possible.
- If lost, tickets cannot be replaced.

Ticket buyers must protect their tickets from unauthorised access. Kompas refuses to assume any responsibility for potential problems resulting from resale, forwarding of information or copying. In the case of such abuse, the organiser shall reserve the right to prevent entry to ticketholders with identical barcodes. Ticket buyers should send any claims for compensation or complaints in the statutory deadline, exclusively to the e-mail address info@kompas.si.

XVII. SPECIAL SALE OF TRIPS AND TOURS VIA COUPON PORTALS

For its services, Kompas d.d. shall charge the Customer standard booking fees and the cost of drawing up the offer for travel package sales in the amount of EUR 20 per person, and the payment of the package price is entirely made to the transaction account.