



Amazon of Europe Bike Trail Booking Center

General Terms & Conditions

These terms and conditions are integral part of travel agreement/contract between tour operator AoE Booking Center, Naj Tura d.o.o. (hereinafter: the Company) and the buyer of goods or services (hereinafter: the traveller). Everything that is listed in the general conditions represents a legal commitment for the travellers, as well as for AoE Booking Center. When making a booking, Traveller confirms that he has the authority to accept these conditions on his behalf and on behalf of all members of the group and further, if one is making a booking for more than one person, that he is responsible for all payments due from each and every member of the group for whom he is making a booking.

Booking and payment

Traveller may book travel services at all Company's offices and authorized retail agencies by telephone or online. Traveller shall give personal information and timely provide all documents needed to arrange travel services. The Traveller guarantees that he has provided Company with accurate and valid information as required in order to perform the services smoothly, and accepts all legal obligations arising from this Agreement and positive law. Information given to the Traveller at the point of reservation shall not impose on Company's obligations broader than what is specified in the travel program itself.

Company ensures services according to the information published and valid at the time of the confirmation of reservation, and according to the description and travel period in accordance with confirmed reservations except in circumstances beyond our control such as illness of the service provider or his/her immediate family, outstanding circumstances which cannot be foreseen nor eliminated (pandemics, natural disasters such as earthquakes, floods, sanitary disruptions, fires, droughts, wars, strike, terrorist actions and limitations issued by the government mobilization, country exit ban, etc.).

By confirming a reservation, the Traveller confirms that he/she is aware of the General Terms and conditions of the travel services and fully comprehends and accepts these terms which are binding for both the Traveller and the Company. It is the Traveller's responsibility to ensure that any information which they give to tour operator is accurate and that information which is given to them by a tour operator is passed on. Company provides the Traveller with the appropriate materials in electronic form, presenting all relevant information regarding the trip, and provides or points out the general terms and conditions of the trip which are an integral part of this Agreement. The Traveller is obligated to provide any information required for the reservation process.

Upon receiving a booking, we will send you written confirmation. With written



confirmation we guarantee all services as per our program.

Payments can be made using credit cards: Visa, MasterCard or by wire transfer.

To guarantee the reservation a 30% deposit is required, unless agreed otherwise. For bookings made within 30 days of arrival, full payment is required.

The balance payment is due at least 30 days before arrival unless otherwise specified upon booking confirmation. Company expressly reserves the right to withdraw from the contract if deposit is not paid.

If a booking is made by telephone or via e-mail, the booking is only binding once the booking confirmation has been sent. Please note that as the customer, it is your responsibility to familiarise yourself beforehand with your rights and obligations by studying the service provider's general and special terms and conditions, which represent the contractual and transactional basis of the travel contract.

Prices

Travel prices are published in travel programs, brochures and price lists and apply as of the date of their publication. Prices specified in Company's programs are based on contracts with our partners and need not correspond to the prices stated on the spot. Such possible difference in price shall not be subject to complaint.

For some services provided, the tour operator may arrange that the Traveller pay for them on the spot. Complaints, if any, about such services are to be made directly to the service provider.

Not less than 7 days prior to the beginning of travel, Company may raise the agreed price if there has been a change in exchange rates and/or transport and/or hotel prices. This shall be communicated only in writing. The Traveller shall accept an increase in price of up to 10%. Should such increase exceed 10%, the Traveller shall have the right to cancel the travel arrangements. The Traveller shall notify Company of such cancellation in writing and within 2 working days of receiving increase notification from Company. In the case of his/her cancellation, the Traveller shall not be entitled to damages. If the Traveller does not notify his/her cancellation to Company in writing and within the specified time, this shall mean that s/he agrees with the change in price.

Personal information

The Traveller shall provide personal information voluntarily. The Traveller's personal information is necessary in order to carry out the travel plan, and it shall be used for further communication. The Traveller's personal information shall be kept in the database.



Cancellation of travel arrangements by the Traveller

The customer may withdraw from the contract at any point prior to the date of travel. It is recommended that you submit your notice of withdrawal in writing.

If the Traveller cancels travel arrangements, Company shall retain an amount from the total price as follows (unless otherwise specified in the program):

Cancellation up to 46 days prior to departure: 20%
45 to 31 days prior to departure: 25%
30 to 15 days prior to departure: 50%
14 to 2 days prior to departure: 75%
1 day or less prior to departure: 95%

Higher cancellation charges may apply in certain situations involving additional services or external service providers (for example 'flight only' bookings).

These costs shall also apply to a change of the departure date and of the accommodation establishment made at the Traveller's request, as well as to other such major changes.

Company shall charge realistic costs for such changes when the Traveller cancels the booking and finds a replacement person for the reservation who satisfies all requirements for stepping in.

Cancellation by Company or changes to the travel program

If, after the journey has begun, Company has either failed to or has estimated that it will not be able to provide much of the agreed services, it may change the remaining part of the travel program. Company shall bear the costs of such action.

In the case of emergency or unforeseen circumstances that cannot be prevented, avoided or eliminated, and which, had they existed at the time when the Agreement was being concluded, would have created justified reasons for Company not to enter into this Agreement, Company shall be authorized to terminate the Agreement fully or partially by a unilateral statement and without being liable for damages to the Traveller. In such case, the Traveller shall be entitled to a refund of the whole amount paid or of the difference in price between the booked and actually provided services.

If travel arrangements have been cancelled by a tour operator for which Company acts as an agent in the transaction, or if the minimum number of travellers required for the travel program to be carried out have not been booked, or if there is/are some other valid reasons, Company reserves the right to cancel the travel program at the latest 5 day prior to departure.

Company reserves the right to change the date and/or time of departure by unforeseen



circumstances, and also the right to change the route of travel if travel conditions change (natural disasters, or other circumstances beyond Company's control), without being liable for damages.

Company shall not be liable for changes resulting from unforeseen circumstances and/or an act of God during the journey. In such cases, it may provide services as dictated by circumstances. Company shall not be liable for possible misprints in brochures/catalogues or for erroneous data entry by its web-masters.

Both parties have the right to cancel the reservation any time in case restrictions and measurements from the government and the national health board, due to the COVID 19 prohibit travelling in/out of the country or lock down measurements effect normal use of services as per the current official guidelines. If that happens, we can confirm a waiver with due of 2 years or we can also refund your payments, with a charge of 3% of total amount handling fee. Requested negative COVID-19 test or vaccination confirmation does not count as travel restriction or country lock down. All the possible costs related to a COVID-19 testing are to be covered by customer.

Reservation changes

Every change in the reservation has to be previously confirmed and agreed from the agency.

Changes to the programme

Company expressly reserves the right to make changes to the tour programme, schedule, guides and individual programme items. As the tours organised by Company are not off-the-peg standard products, these types of changes cannot be excluded. All promised services should therefore be understood on the basis that service alterations, route changes or postponements might come about for valid reasons such as deterioration of the weather, changes to the road or path conditions, unforeseeable infirmity or illness of group members, changes to the performance ability of the group, necessary vehicle repairs, governmental/magisterial decrees, etc. The tour participant acknowledges this as a part of the general risk inherent in the specific nature of the tour. Arrival at a specific destination is dependent on many factors, and can therefore not be guaranteed in advance, although the relevant Information & Booking Center and, if applicable, the relevant tour guides, will make every effort to ensure that the expected destination is reached, whereby the safety of the tour participant always takes precedence.

Changes within the natural environment must also be taken into account. Depending on the season, a certain route may become more advantageous for the traveller at specific times of the year. In some circumstances, certain paths may no longer exist, might have become inaccessible due to unforeseeable natural occurrences and their consequences (fires, landslides etc.) or have become unattractive (former paths that have been asphalted etc.).



However, information about such changes or innovations can only be published in the following season's catalogue, or as part of the next update of our Online Trail Information, Booking and Management System. In the meantime, a new route that is perhaps more interesting or better suited to the character of the Trail might come about for various other reasons, and this might also result in a change. No legal claims may be derived from these changes. Programme and itinerary changes that are the result of force majeure, other unforeseeable natural phenomena, political unrest or any other events outside Company's control may incur additional costs (such as additional flights, stays, hotel costs, transportation costs). These are payable by the tour participant and no claims may be derived from these. Wherever possible, Company will make every effort to offer either a replacement activity or alternative date for any itinerary items in the booking confirmation that have to be changed or cancelled.

Refunds for unused services

No refunds will be made for unused services once travel arrangements have commenced, especially in the cases where passengers are unable to travel due to invalid travel documents (passports, visas), unused portion of services which are included in tour price and program, unused transfer services.

Resolution of complaints

The Traveller shall have the right to bring a complaint about a failure to provide the booked services. The complaint is to be filed within 8 days of completion of the journey. Please note that it is in the Traveller's interest to act in good faith, to express his/her wish to resolve the complaint during the trip, to file his/her written complaint with the service provider on the spot (reception desk, carrier, caterer or travel agent at the destination) and to request from the service provider a written document evidencing the submittal of such complaint. Each Traveller shall file a separate complaint. Company shall not deal with group complaints. Company shall formulate a written decision on the complaint within 14 days of receiving it. If necessary, in order to collect information and examine the facts, Company may extend the time limit for decision by another 14 days, of which it shall notify the complaining party. Company shall deal only with that complaint for which the Traveller can provide written evidence that it was filed in writing with the service provider on the spot and that the cause(s) could not be eliminated then and there. If a part of the program or services has not been provided by Company's fault, the Traveller shall be entitled to compensation amounting to the actual value of the non- provided services, that is, compensation shall not cover used services or the travel program as a whole. In the case of litigation, the Court in Ljubljana shall have jurisdiction.

Travel documents



A valid passport or ID card (for EU citizens) is required for all travellers. All passengers regardless of the passport they hold, should check with the appropriate consulates to determine if any visas are needed. Securing any needed visas is the responsibility of the traveller. No responsibility is accepted for loss of or damage to travel documents or any of passenger's belongings.

Traveller obligations

The traveller is obligated to:

- Have valid travel documentation
- Respect and abide by all customs and foreign exchange regulations of the destination country
- Respect and abide by all customs and foreign exchange regulations as well as the laws and other regulations of the Republic of Slovenia as well as other countries through which he/she passes through or resides in. Inquire whether or not he/she requires a visa for the destination country as well as neighbouring countries. In the event the Traveller is unable to continue the trip as a result of being in direct violation of these regulations, the Traveller is responsible for all related expenses.
- Abide by the house rules of the accommodation unit as well as cooperate with the service provider in a well-intentioned manner.
- Present the service provider in the document proving paid service (voucher received via e-mail or mail).
- Announce the intention of bringing a pet into the accommodation unit, even if the accommodation unit is described as a pet friendly accommodation, as well as announce the type and size of the pet.

Baggage

Company shall not be liable for lost or damaged baggage.

Accommodation description

Accommodation descriptions are based on local classifications, which vary from country to country. Please note that standard policy is that hotel rooms are available for check in after 14:00. Early check in needs to be advised in advance and is subject to availability. Traveller needs to obey house rules, which can be different than standard policy

Travel insurance

We strongly advise travellers to take out travel insurance covering the costs of accidents or death, treatment of illnesses, transport home and loss or damage of luggage and similar.



Special needs travellers

Any disability requiring special attention must be reported at the time of booking. We will make reasonable efforts to accommodate the special needs of disabled participants, however we are not responsible for any denial of services by carriers, hotels, restaurants. motor coaches, mini buses, vans and cars are not equipped with wheelchair ramps. We cannot provide individual assistance to a tour member for walking, dining, getting on/off transportation vehicles, or other personal needs.

Travellers who need assistance must be accompanied by a qualified and physically able companion.

Young travellers

Travelers under 18 years must be accompanied by an adult.

Travel involving special risks

If travel involves special risks (e.g. expeditions), the Company will not be liable for the consequences occurring if the risks materialise outside its scope of duty. The Company's obligation to carefully prepare the trip and to carefully select the persons and companies commissioned with the provision of the individual travel services remains unaffected.

Nature of the travel

The tours offered and organised by Company can involve specific characteristics with regards to the local environment and associated dangers, unfamiliar climate conditions and physical exertion. The tour descriptions and assessments of their nature are based on average conditions. The actual walking and travel times can deviate from the information provided and are dependent on individual pace and local environmental conditions at the time of travel.

As in mountainous landscapes, during travel in unspoiled natural environment unforeseen hazards may arise, for example sudden weather changes, landslides, flooding, avalanches etc. Due to the characteristics of certain tours offered and organised by Company, there may be times when the original travel itinerary advertised is altered due to weather changes, road or path conditions, official regulations, technical faults, etc. In addition, transport may be impacted or limited by changed flight schedules, temporary transportation defects, vehicle defects etc. Any resulting delays, restrictions or necessary cancellation of itinerary items are associated with the specific nature of the tour in question and can therefore not be entirely



excluded as a possible disruption or justification. The Traveller has been made aware of these circumstances prior to entering into the travel contract and acknowledges that they form the basis for concluding the travel contract. In the event of any damage arising which forms part of the general bodily risks associated with the implementation of the tour, no claims based on a deficiency can be made within the context of your warranty rights.

Health

Participation takes place at the customer's own risk, and with the customer's full awareness of the specific dangers and requirements associated with the type of tour booked. Staying at higher altitudes can cause difficulties for the human body when adjusting. High altitudes, unaccustomed physical exertion and temperatures can place a strain on the cardiovascular system. Customers must also be aware that the medical aid and medical care available are always determined by the specific local conditions depending on the area you are travelling in and the form of travel. If you are suffering from a known physical condition or are unsure about any aspect of your health, Company recommends seeking medical advice about your state of health prior to your journey. Irrespective of our legal duty to disclose information, it is the travel participant's own responsibility to adhere to all applicable health regulations. Especially in the case of long-distance travel, the customer should obtain all relevant information regarding vaccinations and protection against infectious diseases well in advance. It is the Traveller's responsibility to ensure that the requirements stated in the tour programme are met. Travellers who break off a tour are not entitled to any refund of payments made.

If a journey involves a travel or tour guide, then in the interest of the safety of the individual tour participants or the group as whole the guide is entitled to confidentially ask tour participants about their current state of health if any intense physical exertion forms part of the tour itinerary. The tour guide may subsequently exclude participants who do not meet the performance requirements for the advertised active tour from individual itinerary items (such as hikes or cycling tours) or the entire tour. Any additional costs incurred as a result are payable by the tour participant.

Personal responsibility

Unless stated otherwise, the tour starts at the meeting point or accommodation indicated in the respective programme. The tour participant is responsible for arriving at the respective meeting point in good time on arrival and departure and during the trip (in the case of transport services). If a participant experiences an unforeseen delay which prevents them



from appearing at the meeting point or accommodation punctually, they should notify the respective Information & Booking Center, and if applicable the respective tour guide (for contact telephone numbers see remaining travel documents). The tour participant must ensure that his/her luggage is well packed, that it is ready at the specified location at the specified time, and that no luggage item exceeds the stipulated maximum weight. Bags, shoes, poles or any other items attached to the outside of the luggage will not be transported; no refunds will be given. The Traveller is responsible for marking the luggage with his/her name and home address. Irrespective of our legal obligation to provide information, it is the Traveller's own responsibility to ensure the validity and adherence to all formal requirements of their travel document. The Traveller is also responsible for ensuring the safe (weatherproof) storage of this document.

In any natural environment and particularly in the mountains, the weather can change very rapidly. It is each Traveller's own responsibility to obtain information about the current weather and avalanche conditions on the upcoming stage of the Trail before setting out, and to take this information into account when planning his/her tour. It is also the Traveller's responsibility to observe and evaluate changes in environmental conditions such as weather, avalanche risk, condition of the path, etc., and to decide accordingly (for example, by breaking off a tour) on their own responsibility.

Equipment

For details of the equipment needed by tour participants for ski, hiking and cycling tours offered by Company, please see the specific descriptions provided for each Trail journey. Paths and hiking trails progress through a variety of vegetation zones and/or climate zones, so appropriate footwear is required. Trainers or sneakers are not sufficient to meet these requirements. Company's tour and travel guides are therefore under instruction to check participants' footwear in terms of suitability and are, in principle, permitted to exclude participants from individual day tours or the entire trip on the grounds of inappropriate footwear. When booking a self-guided tour (without a tour guide), the traveller is responsible for meeting the relevant requirements. For example, changing weather conditions can lead to cooler temperatures for which Travellers require robust clothing such as a warm hat, wind-jacket or rain protection. For sun protection, we recommend bringing a head covering and water bottle. We also highly recommend trekking poles and (due to the length of the tours) a small torch. On cycling journeys, helmets are mandatory.



Scope of services

Exclusively the description of the services in the online catalogue / detailed programme page that formed the basis for the booking determine the scope of services. Company reserves the right to correct printing and calculation errors, and to change the programme of brokered additional services in the destination region. Company will inform customers of changes to services and programmes as quickly as possible. Based on long-term planning and the services advertised in the online travel catalogue and on the website, Company reserves the right for example to change accommodation providers within the same category or change airlines if this should be necessary for operational and organisational reasons. Airlines reserve the right to make interim landings for technical and operational reasons or change aircrafts and flight schedules.

For this reason, the flight times stated and shown in the Company Terms and Conditions of Travel are non-binding and for information purposes only, i.e. they do not form part of the travel contract. Participants will receive the final flight schedule with the remaining travel documents. Should the traveller extend the journey or book an additional stay at another accommodation, he/she must organise the interim transfer from/to the new hotel himself/herself, and this is not included in the tour price.

Photographs and text supplied

Company accepts no liability for photos or text sent in by travel participants. Company does, however, reserve the right to publish such images for illustrating brochures and websites designed by Company, without request, without showing the name and without paying a publication fee, if the travel participants consent to the use of photos or text for marketing purposes. No claims can be derived from this.

Photographic rights

By entering into the travel contract, the Traveller agrees that photographs of himself/herself within the context of a tour that have been sent in may be stored by Company and used within the context of business operations unless the participant expressly refuses such consent. In particular the participant consents to these being shown on the website, in social media, brochures, promotional material, etc.



Copyright

All content published at www.aoebiketrial.com and www.bookyourtrail.com and all content featured in the online travel catalogue is protected by copyright. Any unauthorised commercial use of the content or any copying, distribution, transmission, exhibition, reproduction, publication or the production of derived works or forwarding of the content to third parties for commercial purposes is expressly forbidden.

Liability

The liability of Company is limited. The Company will not accept any responsibility in the event of delay or changes in schedules, defaults or over bookings of hotels, sickness, death, weather changes & conditions, strikes, war, political instability, quarantine, and other causes beyond our control. We reserve the right to vary itineraries in order to improve the itinerary, to the Traveller's enjoyment and advantage.

Court jurisdiction

The Traveller and the Company will aim to settle possible lawsuits in the application of this Agreement and, if an agreement cannot be reached the issue will become subject to the decision of the Ljubljana Court jurisdiction, under the authority of the laws of the Republic of Slovenia.

NOTE

Paying a deposit or payment in full signifies that the Traveller fully comprehends and accepts the terms.

Mengeš, 19.4.2021